

Electronic Communication Consent

CONSENT TO RECEIVE DISCLOSURES ELECTRONICALLY

This Electronic Communication Consent (“Consent”) addresses the circumstances under which you consent to receive disclosures from us in an electronic form that we are required by law to provide to you in writing, in addition to other communications that we provide to you in connection with your membership and accounts with Kinecta Federal Credit Union. For purposes of this Consent, “we,” “us,” and “our” refers to Kinecta Federal Credit Union, and “you” and “your” refers to each and every person who signs electronically by checking “I have read and agree to the Electronic Communications Consent Disclosure.” “Communication” means any member disclosures and agreements (including amendments thereto), monthly (or other periodic) billing or account statements, tax statements, notices, responses to claims, transaction history, privacy policies and all other information related to the account(s), including but not limited to information that we are required by law to provide to you in writing. Such Communications may include, but not limited to:

- This Disclosure and any amendments hereto;
- Disclosures, agreements, notices and other information related to the opening of an account, or initiation of a product or service including, but not limited to, account agreements, fee schedules or other disclosures or notices that may be required by the Truth in Savings Act, Electronic Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm-Leach-Bliley Act, the Real Estate Settlement Procedures Act or other applicable federal or state laws and regulations;
- Service or end-user agreements for access to the Credit Union’s online services;
- All Communications related to any Credit Union product or service, except for those excluded by the terms of this Disclosure;
- All of the periodic account and activity statements, disclosures and notices we provide to you concerning your Credit Union accounts;
- Any notice or disclosure regarding fees we may assess, including late fees, overdraft fees, and returned item fees;
- Notices of amendments to any of your agreements with us;
- Our privacy policy and other privacy statements or notices; and
- Other disclosures and notices that we are legally required to provide to you, or choose to provide to you in our discretion.

PURSUANT TO THE FEDERAL ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE (“ESIGN”) ACT, WE MUST OBTAIN YOUR CONSENT PRIOR TO DELIVERING NOTICES, LEGAL DISCLOSURES, AND OTHER TYPES OF COMMUNICATIONS TO YOU IN AN ELECTRONIC FORMAT. YOUR CONSENT IS REQUIRED FOR US TO ESTABLISH YOUR ACCOUNT ONLINE AND PROVIDE YOU WITH ACCOUNT DISCLOSURES IN AN ELECTRONIC FORMAT. YOU UNDERSTAND THAT YOUR CONSENT ALSO PERMITS US TO ELECTRONICALLY DELIVER TO YOU, INITIALLY AND ON AN ONGOING BASIS, ALL FUTURE COMMUNICATIONS RELATED TO YOUR MEMBERSHIP AND ACCOUNT(S) WITH US. YOUR CONSENT WILL ALSO APPLY TO ANY OTHER PERSON NAMED ON YOUR ACCOUNT(S) AS A JOINT OWNER. PLEASE READ THIS DISCLOSURE CAREFULLY BEFORE GIVING CONSENT.

Your Right to Receive Paper Communications. We will not send you a paper copy of any communication we send to you in electronic form, unless you request it or we otherwise deem it appropriate to do so. The disclosures may be printed or downloaded by you, or you may request paper copies of the related disclosures by calling our Member Contact Center at [800.854.9846](tel:800.854.9846). Paper copies will be provided to you, upon request, at no additional charge. You have the right to revoke this consent and receive account disclosures in a paper format.

E-mail Address and Keeping Your Information Current. You agree to provide us with and maintain a valid e-mail address. You must promptly notify us of any change in your e-mail address. To notify us of a change in your e-mail address, you must visit one of our branches, call us at [800.854.9846](tel:800.854.9846) or utilize our online banking service. We are not liable for any third-party incurred fees, other legal liability, or any other issues or liabilities arising from statements or notifications sent to an invalid or inactive e-mail address that you have provided.

How To Withdraw Consent. You may withdraw your consent to receive disclosures in electronic form at any time by visiting one of our branches, calling us at [800.854.9846](tel:800.854.9846), providing written notice to us at 1440 Rosecrans Avenue, Manhattan Beach, CA 90266 ATTN: Member Service Support or sending us a secure message via our online banking service including the details of your request. At our option, we may treat your provision of an invalid e-mail address, or the subsequent malfunction of a previously valid e-mail address, as a withdrawal of your consent to receive electronic disclosures. Any withdrawal of your consent to receive electronic disclosures will be effective only after we have had a reasonable period of time to process your request. Your consent will remain in force until withdrawn in the manner provided in this section.

Hardware and Software Requirements. To receive disclosures electronically, you must use a computer that meets the minimum hardware and software requirements. In order to access, view, and retain electronic disclosures, the following hardware and software operating systems are required:

- Internet Explorer® version 11
- MS Edge - all versions
- Latest Firefox® (minimum version 60.3.0 or higher)
- Latest Safari® (minimum version 10 or higher)
- Latest Google Chrome™ (minimum version 68 or higher)

Changes to Hardware and Software Requirements. If our hardware or software requirements change, and that change would, in our opinion, create a material risk that you would not be able to access disclosures or our online services, we will give you notice of the revised hardware or software requirements. Your continued use of our online services after we send you notice of the change is reaffirmation of your consent. We reserve the right to discontinue support of any Internet browser or other software at any time and without advance notice if, in our opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use with our disclosures and/or online services.

Disclosures in Writing. All disclosures in either electronic or paper form from us to you will be considered “in writing.” You should print or download for your records a copy of this Consent and any other disclosure that is important to you.

Termination or Changes. We reserve the right, in our sole discretion, to discontinue the provision of your electronic disclosures, or to terminate or change the terms and conditions on which we provide electronic disclosures. We will provide you with notice of any such termination or change as required by law.

Agreement. By checking “I have read and agree to the Electronic Communications Consent Disclosure,” you affirmatively consent to receive, and acknowledge that you can receive, access and retain electronic disclosures. You acknowledge that you have read and agree to the terms in this Consent and that your computer system meets the minimum system requirements described herein. You understand and agree that we will not be liable for any loss, liability, cost, expense, or claim for acting upon this authorization or arising from your use of the products or services provided pursuant to this Consent.