

DISCLOSURE REQUIRED BY FEDERAL LAW ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT (ESIGN) DISCLOSURE AND AGREEMENT

Please read this Electronic Signatures in Global and National Commerce Act (ESIGN) Disclosure and Agreement carefully and keep a copy for your records. This ESIGN Disclosure and Agreement, as amended from time to time, provides important information required by the ESIGN Act and confirms your consent to receive certain disclosures and information electronically. In this Agreement, the terms “you” and “your(s)” refer to the member, and the terms “we”, “us”, “our(s)” and “Credit Union” refer to San Mateo Credit Union.

Electronic Copy of Related Disclosures, Agreements and Instructions. In order to speed up the deposit account application process, and/or to access online banking services, mobile banking services, mobile deposit services and/or electronic periodic statements, with your consent, we will provide you with certain Account Documents (as defined below) electronically, rather than by postal mail or in person.

You agree to the terms and conditions stated herein and consent to receive electronic delivery of the following documents: (a) application(s) and agreement(s) for the product(s) you select; (b) all applicable legal disclosures including, but not limited to, disclosures and notices pursuant to the Truth in Savings Act (Regulation D), Electronic Funds Transfer Act (Regulation E), and Expedited Funds Availability Act and the Check Clearing for the 21st Century Act (Regulation CC); (c) notices or disclosures about any change in terms for your account(s); (d) privacy policies and notices; (e) stop payment and notices of dishonor; (f) periodic account statements (monthly or quarterly, as applicable) for your account(s); (g) instructions for signing and returning the account signature card; and (h) notifications to advise you of conditions or fees imposed on your deposit account (collectively, “Account Documents”). The Account Documents will be provided either: (1) via e-mail, (2) via accessing a website designated for such purpose; or (3) via a PDF file that you may download.

Your Consent is Required. You must consent to receiving the Account Documents before we can provide them to you electronically. Your consent will only apply to the product(s) you have selected, and the related Account Documents, and you will not be consenting to receive other electronic records or disclosures at this time. If you do not consent to electronic delivery of the Account Documents, you will not be able to enroll in the online banking services. Enrollment in the online banking service is required to access the mobile banking and/or mobile deposit services, and to access your statements, notices and disclosures electronically. If you do not consent to electronic delivery of the Account Documents, we will not be able to open the deposit account through our website. You may visit any of our branch locations and speak with a member services representative. A list of our branch locations can be found on our website or by calling the Credit Union at (888) 363-1725.

Paper Copy of Account Documents. If you do not want to receive the Account Documents electronically, you should not sign or otherwise affirm your consent to this form. If you consent to receive the Account Documents electronically, you can also request a paper copy of the related Account Documents by contacting our Contact Center by phone at (888) 363-1725. We will not charge you any fees for providing a paper copy of the Account Documents.

System Requirements to Access the Information. To receive an electronic copy of the requested file, you must have the following equipment and software:

- You must have a personal computer or other access device, which is capable of accessing the Internet (e.g. you must have a modem and available phone line, a cable Internet connection or some other means of access to the Internet, and you must have an active account with an internet service provider).
- You must have an internet web browser which is capable of supporting 128-bit TLS encrypted communications, which requires at a minimum web browser version of either Microsoft® Internet Explorer version 9.0 or Mozilla® FireFox version 34 or higher. Netscape Navigator® version 4.73 and your system must have 128-bit SSL encryption software.

- You must have software which permits you to receive and access Portable Document Format or “PDF” files, such as Adobe Acrobat Reader® version 11.0 or higher (available for downloading at: <http://www.adobe.com/products/acrobat/readstep2.html>).

System Requirements to Retain the Information. To retain a copy of the requested file, your system must have the ability to either download (e.g., to your hard disk drive) or print PDF files. In order to sign and return the deposit account signature card, you must be able to print them. You must have a functioning printer connected to your personal computer or other access device, which is able to print the signature card, and the Account Documents on plain white 8.5 x 11 inch paper.

Withdrawing Consent. You may withdraw your consent to receive electronic delivery of the Account Documents at any time by calling us at (888) 363-1725, or you may visit any of our branch locations and speak with a member services representative.

Address Change. You must promptly notify the Credit Union of any changes to your e-mail address to ensure electronic delivery of the Account Documents. To do so, you may call us at (888) 363-1725 or write to us at:

**San Mateo Credit Union
P.O. Box 910
Redwood City, CA 94064-0910**

Amendments. The Credit Union may change the terms and conditions of this ESIGN Disclosure and Agreement from time to time by sending written notice to you at your address as it appears on our records. If any change results in greater cost or liability to you or decreases access to your accounts, you will be given prior notice of the change to the extent required by applicable law. Prior notice may not be given where an immediate change in terms or conditions is necessary to maintain the integrity of the system and/or the security of the ESIGN service or designated accounts.

Other Agreements. Except as stated otherwise herein, this ESIGN Disclosure and Agreement does not alter or amend any of the terms or conditions of any other agreement you may have with the Credit Union.

Severability. If any part of this Agreement should be held to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

You understand that you will not be enrolled to receive the Account Documents electronically until you have successfully completed the electronic verification process and confirm your consent electronically.