



## Electronic Records (E-SIGN) Disclosure and Consent

We are Bangor Federal Credit Union, referred to as “we”, “us” and “our”, located at 339 Hogan Road, Bangor, Maine 04401 and our phone number is 207-947-0374. “You” and “your” refers to you, the individual(s) or entity identified on the Account(s). “Account” refers to the account(s) you have with us. “Communication” means any member agreements or amendments thereto, account statements, disclosures, notices, privacy policies and all other information related to the product or service, including but not limited to information that we are required by law to provide you in writing.

This disclosure applies to all Communications for products and services offered through our Online Banking and Mobile Banking services that are not otherwise governed by the terms and conditions of an electronic disclosure and consent.

Please read this Electronic Records (E-SIGN) Disclosure and consent carefully and keep a copy for your records.

**1. Communications to be provided in electronic form.** When you use a product or service to which this Disclosure applies, you agree that we may provide you with any Communications in electronic format, and that we may stop sending paper Communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic communications and transactions includes, but is not limited to the following:

- a. All legal and regulatory agreements, disclosures and communications associated with the features and services available through our Online Banking and Mobile Banking products for your Account(s)
- b. Periodic or monthly statements for your Account(s)
- c. Disclosures or notices regarding changes in the terms of your Account
- d. Privacy Policies and notices

## 2. Your Rights Under the Law.

*a) Non-electronic Statement.* You have the right to have your statement provided or made available to you in paper or non-electronic form. In order to obtain a paper copy of your electronic statement, contact Member Services and you will be charged \$2.00 for each such copy.

*b) Withdrawal of Consent.* You have the right to withdraw your consent to have Communications provided in electronic form. There are no conditions, consequences or fees in the event you withdraw your consent. To withdraw consent you must contact Member Services either orally at (800) 540-0374 or in writing to P.O. Box 1161, Bangor, ME 04402-1161.

*c) Duration of Consent.* Your consent to have your Communications provided electronically applies for each Communication provided after we have received your consent and will continue until you withdraw your consent in accordance with paragraph 3(b) of this Agreement. At our option, we may treat your provision of an invalid email address, or the subsequent malfunction of a previously valid email address, as a withdrawal of your consent to receive electronic Communications. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal request.

*d) Accurate and Updated Information.* In order to obtain your Communications electronically, you must provide the Credit Union with an accurate email address. If the email address you provide is not accurate, the Credit Union assumes no liability for sending the Communication notification to such address. If the email address you provide is not deliverable, the Credit Union may provide your statements via U.S. mail to your address according to the Credit Union's records.

If you change your email address, you must provide us with your new address. You must also provide us with updated information any time that information is needed to provide your Communications electronically. To provide an updated email address or other information, you must contact us at least three business days prior to the last day of the month to give us time to affect the change.

**3. Hardware and Software Requirements.** The following hardware & software are required for access to & retention of your statements electronically. For best results, your system should meet the following minimum requirements:

**For PC**

- \* Pentium II processor
- \* 64 MB of RAM
- \* 800 x 600 screen display setting
- \* Standard keyboard and mouse
- \* Internet connection
- \* Internet Explorer® 8 or 9, Firefox 10.0.2, Chrome or Safari are required.
- \* Adobe Acrobat Reader® 6.0.1 (or higher)

**For Macintosh**

- \* PowerPC G3 processor
- \* 64 MB of RAM
- \* 800 x 600 screen display setting
- \* Standard keyboard and mouse
- \* Internet connection
- \* Internet Explorer® 8 or 9, Firefox 10.0.2, Chrome or Safari are required.
- \* Adobe Acrobat Reader® 6.0.1 or higher

Should the hardware or software requirements needed to access and retain your Communications change, the Credit Union will provide you with the revised hardware and software requirements. In the event of such change, you will have the right to withdraw consent to receive your Communications electronically without the imposition of any fees for the withdrawal of consent and without the imposition of any other conditions or consequences.

**4. Communications in writing.** All Communications in either electronic or paper format from us to you will be considered "in writing." We recommend that you print or download for your records a copy of any Communications that are important to you.

**5. Termination and changes.** You may cancel this Disclosure at any time by withdrawing your consent under paragraph 2(b) of this Disclosure. We may terminate or change this Disclosure and Consent at any time by providing you with notice of any such termination or change as required by law. Termination of this Disclosure will not affect obligations to us that are outstanding as of the date of termination.

**6. Consent.** By typing YES, you hereby give your affirmative consent to our providing electronic Communications to you as described herein. You also agree that your computer satisfies the hardware and software requirements specified above and that you have provided us with a current email address at which we may send electronic Communications to you. The terms and conditions included in this Agreement are in addition to the terms and conditions of any and all other account or loan agreements you may have with us, including all disclosures made pursuant to such agreements. You agree to abide by any terms and conditions which may be added to this Agreement because of future enhancements to the service.