#### SCA Federal Credit Union Online Banking Disclosure and Agreement E-Sign Act Disclosure and Consent

This SCA Federal Credit Union Online Banking Disclosure and Agreement ("Agreement") states the conditions for the SCA Federal Credit Union Online Banking that will enable you to perform the transactions described in the Agreement. Please read this Federal Electronic Signatures in Global and National Commerce ("E-Sign") Act Disclosure and Consent carefully and keep a copy for your records. The terms and conditions of this Agreement are in addition to the account agreements, disclosures and other documents in effect from time to time governing your account(s).

# By clicking AGREE, you acknowledge that you have read, understand and agree to these terms.

## By clicking AGREE, you affirmatively consent to receive Documents in electronic form.

If you select "DISAGREE", you do not consent and will not be able to use SCA Federal Credit Union Online Services. Any account requiring the use of any of the Online Services will be closed or converted to another account type that does not require Online Services. The fees, terms and conditions of such an account will be subject to the SCA Federal Credit Union Truth- In-Savings Disclosure and Agreement in effect at that time.

#### Definitions

"We", "us", and "our" mean SCA Federal Credit Union Community Federal Credit Union ("SCA Federal Credit Union") and any agent or third-party service provider SCA Federal Credit Union may, at its sole discretion, engage in providing Online Services to you. "You" and "your" mean each person who is a holder of the account accessed by the use of the Online Services. Whenever "you" is more than one person with respect to account ownership and relationship, the obligation and agreements applicable under this Agreement shall be deemed to be joint and several, wherever appropriate. "Online Services" include Online Banking, Mobile Banking, Bill Pay, E-Statements, Alerts, and SCA Federal Credit Union Visibility Personal Financial Manager. "Documents" include, but are not limited to, periodic account statements, disclosures, notices of change, agreements, and fee schedules.

#### Hardware and Software Requirements

To access and use Online Services and electronic Documents, you must have:

- A computer or other device with access to the Internet,
- A web browser supporting 128-bit SSL encryption and cookies enabled,
- A valid e-mail address, and
- <u>Adobe® Reader®</u> or other software capable of displaying PDF files.

#### **Online Services Limitations**

The following limitations apply to Online Banking:

- For savings accounts you may make up to six (6) withdrawals/transfers per calendar month; this limit includes withdrawals/transfers by means of preauthorized, automatic, or telephonic transfer to another account of yours or to a third party.
- A checking account is required to use enroll in and use Bill Pay.
- Other account and usage limitations may apply, see Membership Agreement and Disclosures.

#### How to Update Your E-mail Address

You are responsible for maintaining a current e-mail address for any or all Online Services you are enrolled in by making changes within the service utilizing your Login ID and password. If we attempt to locate you, we may impose a service fee, see current Fee Schedule. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. The inability to deliver a Document due to an invalid email address does not affect the content or timeliness of the Document.

#### **Scope of Your Consent to Receive Electronic Documents**

Your consent applies to:

- Periodic account statements for all savings, checking, certificates, IRAs, and/or loan accounts you have with us that are accessible through SCA Federal Credit Union Online Services,
- All periodic or one-time membership/account disclosures, notices of change, agreements, and fee schedules, and
- All other Documents we are not prohibited by applicable law from providing in electronic form.

Your consent does not apply to:

• Any SCA Federal Credit Union Visa Credit Card account you may have.

- Maturity notices for any share certificate or IRA share certificate you may have with us.
- Late payment, delinquency, past due or other notices for any loan you may have with us.

### How to Obtain a Paper Copy of an Electronic Document

You may obtain a paper copy of a Document by printing it yourself. You may also download and save a Document to your computer or device for later viewing or printing. You may request and obtain a paper copy of any electronic Document by contacting us via e-mail, telephone, postal mail, or in person. Such requests may result in fees, see current Fee Schedule.

#### Your Right to Withdraw Consent to Receive Electronic Documents

You may withdraw your consent to receive Documents in electronic form by contacting us via telephone at (724) 658-2686 or by mail at 136 Cascade Galleria, New Castle, PA 16103. Any request to withdraw consent will be effective after we have a reasonable period of time to process your withdrawal from the electronic Documents service.

When withdrawing your consent to receive Documents electronically if any account requires the use of Online Services as a condition of the account, that account must be closed or converted to another account type that does not require Online Services. The fees, terms and conditions of such an account will be subject to the SCA Federal Credit Union Truth-In-Savings Disclosure and Agreement in effect at that time.

#### Alerts

You can create Alerts for various account transaction activities. You may designate the e-mail address that is used for delivery of each Alert. Alternatively, you may choose receive an Alert via text message. Alerts do not provide immediate notice.

If you choose to have your alerts delivered to your cell phone or certain other devices, a portion of the alert, or related information and disclaimers, may be omitted. SCA Federal Credit Union and their service providers make no warranties to you about the timeliness or the accuracy of the Alert. You may suffer errors, interruptions, delays or failures in the receipt of your Alert for a variety of reasons, which may include technical difficulties suffered by SCA

Federal Credit Union or your Internet service provider or wireless communication carrier.

#### Liability

You agree to protect the security of your Login ID and Password. You are solely responsible for controlling the safekeeping of and access to, your Login ID and Password. You are liable for all transactions you make or that you authorize another person to make, even if that person exceeds his or her authority. If you want to terminate another person's authority, or if you believe someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify SCA Federal Credit Union immediately and change your Password.

SCA Federal Credit Union is not responsible for any errors or failures from the malfunction of hardware or data transmission whatsoever, external or internal, or failure of your hardware, software, or any interruption of Internet access services. SCA Federal Credit Union is not responsible for your acts or omissions or those of any other person or entity, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be SCA Federal Credit Union 's agent. In any event, SCA Federal Credit Union will not be liable for any special, consequential, incidental or punitive losses, damages, or expenses in connection with the Agreement or the Service, even if SCA Federal Credit Union has knowledge of the possibility of them. SCA Federal Credit Union is not liable for any act, failure to act or delay in acting, if it is caused, in whole or in part, by any cause beyond SCA Federal Credit Union 's reasonable control.

Use of Alerts is at your own risk. SCA Federal Credit Union provides Alerts to you on an "AS IS" basis without any warranties of any kind, whether express or implied. SCA Federal Credit Union and their service providers, to the fullest extent permitted by law, disclaim all warranties. Under no circumstances shall SCA Federal Credit Union or any of their service providers be liable to you for incidental, consequential, special or punitive damages, including but not limited to investment loss, finance charges, loss of business, lost opportunities, lost profits or other economic damages, resulting in any way from the use or reliance upon the Alerts service or the contents of specific Alerts, whether the claim for damages is based on warranty, contract, tort or any other legal theory, and whether or not SCA Federal Credit Union is advised of the possibility of such damages.

If any provision of this Agreement is determined to be void or invalid, the remainder of this Agreement shall remain in full force and effect.

### Amendment and Termination

SCA Federal Credit Union has the right to change this Agreement at any time by notice to you at the last e-mail address for your account on our records, by posting notice in SCA Federal Credit Union branches, or as otherwise permitted by law.

SCA Federal Credit Union has the right to terminate or suspend this Agreement or the Service at any time, without prior notice. You may terminate this Agreement by written notice to SCA Federal Credit Union. Fees

Online Banking is provided to you at no charge; however, additional charges for member requested services, including other Online Services, may apply, see current Fee Schedule. Your mobile service provider may charge for text messages/alerts on your mobile phone; other wireless carrier fees may apply. Check with your mobile service provider for details on specific fees and charges that may apply.