



## **Electronic Record and Signature Disclosure and Agreement**

### **What this Disclosure and Agreement refers to**

The Electronic Signature in Global and National Commerce Act (ESIGN) requires your consent before we can communicate and/or provide services, documents, notices and/or disclosures to you electronically.

This Disclosure and Agreement is the contract which covers your and OAS FCU's (we, us, the Credit Union or OAS FCU) rights and responsibilities concerning the services that we can offer to you electronically, communicating electronically, and receiving documents electronically using any of our service platforms.

This Disclosure and Agreement also covers other means of electronic communication such as –but not limited to- encrypted messaging and email. If you agree to use electronic methods, you will be able to open accounts, make deposits, initiate transactions, communicate with us, receive/submit documents and information, and obtain services available online using electronic means.

Please read the information below carefully and thoroughly; if you can access this information electronically to your satisfaction and agree to these terms and conditions, we will ask you to confirm your agreement by clicking the "I have read the Electronic Record and Signature Disclosure and Agreement and agree" box.

### **Technical requirements**

You will need a personal computer, modem/router, a web browser, and access to the internet. You must also have a valid and active email address. Your computer must have the following:

- A. A current web browser that includes 128-bit encryption. Minimum recommended browser standards are Microsoft internet Edge, Google Chrome, Mozilla Firefox, and Apple Safari. The browser must have:
  - a. Java & JavaScript enabled.
  - b. Pop-up blockers disabled or disabled for our sites.
- B. A PDF reader software to read disclosures and documents in PDF format
- C. Sufficient storage space to save electronic communications and/or an installed printer to print them.

You are responsible for the installation, maintenance, and operation of your home computer, modem/router, and software. We are not responsible for any errors or failures involving any telephone or internet service, software installation, or malfunctions of any kind of or to your home computer or related equipment. In order to help protect your account information from unauthorized access, you should always logout of the system when each session is complete. Logging out will help prevent unauthorized persons from using the service and viewing your account(s). You should routinely scan your computer and any components using a reliable virus detection product. Undetected or unrepaired viruses may corrupt and destroy programs, files, and even your hardware. Additionally,

you may unintentionally transmit the virus to other computers. You should also utilize a firewall, (hardware and/or software) especially if you have a broadband internet connection or cable modem. You should also periodically update computer operating systems and internet browsers for critical security related patches.

## **Choosing how we communicate with you**

To reduce the chance of you inadvertently not receiving any message, notice, statement, agreement, disclosure or other information (to be described in this agreement as ‘electronic communications’, ‘communication’ and/or ‘documents’) we prefer to provide all of these and any other communication to you by the same method and to the same address that you have given us. Thus, once you select whether you will receive communications via paper or electronically, you will receive all of those communications exclusively using the delivery method you selected. If you do not agree with the use of electronic communication channels, please let us know using one of the methods listed under “How to contact OAS FCU” below. Additionally, see the information below that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **Use of Online Banking and your email address for electronic communications**

When you request services, make transactions, and from time to time, OAS FCU may be required by law to provide to you certain written messages, notices, statements, agreements, disclosures and other information. If you agree, they will be provided to you electronically, either on-screen or by email to the address that you registered with us for that purpose. If you want a copy of such electronic communications, you can print or download the information for your records. OAS FCU will provide you in electronic format all agreements and disclosures, periodic statements, and notifications, including but not limited to:

- Your Membership application
- Your Membership and Account Agreement
- The Truth in Savings, Electronic Funds Transfer, and Funds Availability Disclosures
- eStatements for those accounts and services provided by OAS FCU directly or via its service providers (accounts, credit cards and home loans via CUMA)
- Disclosures and agreements pertaining to any requests for accounts, products and/or services
- Transaction receipts
- Notifications pertaining to your accounts, credit union activities, changes in terms, and other information affecting your accounts, relationship, and access to OAS FCU’s offices, products and services.

### **Using an Electronic Signature (eSignature)**

You consent and agree that the use of a keypad, mouse, or other device to select an item, button, icon, or similar act/action while using any electronic service we offer, or in accessing or making any transactions regarding any document, agreement, acknowledgement, consent, term, disclosure, or condition constitutes your signature, acceptance, and agreement as if actually signed by you in writing. Furthermore, you agree that no certification authority or other third party verification is necessary to the validity of your electronic signature; and the lack of such certification or third party

verification will not in any way affect the enforceability of your signature or the resulting contract between you and OAS FCU. **You understand and agree that your eSignature executed in conjunction with the electronic submission of your application or request will be legally binding and such transaction will be authorized by you.**

In addition:

- \* Any electronic document bearing your e-signature will be considered “in writing” and “wet-signed”.
- \* Any document e-signed by you shall be deemed to be an “original” document when printed and used in the normal course of business.
- \* Absent manifest error, the admissibility, validity, or use of any e-signed electronic document cannot be contested.

## **Electronic Statements**

There are three electronic statements that will be available to you through this contract: eStatements from OAS FCU, your mortgage loan statements from CUMA, and your Visa credit card monthly statements.

Your eStatements will be available to you on the first day of each month through the Home Banking service. Each OAS FCU statement will remain up to 18 months in its memory, and you may request a paper copy of a statement at any time for which you will be charged a fee. If you request to receive your statements on paper, your eStatements service will be cancelled.

Please set up your CUMA electronic statements in your Online Banking following these [simple instructions](#). After that, your CUMA statements will be available to you on 17th day each month through the CUMA section of the Online Banking service. Each CUMA statement will remain up to 12 months in its memory, and you may request a paper copy of a statement at any time for which you may be charged a fee. If you request to receive your CUMA statements on paper, your electronic statements service will be cancelled.

Please activate the delivery electronic statements for your OAS FCU Visa card following these [easy instructions](#). Afterwards, your Visa electronic statements will be available to you on the ezCardInfo section of your Online Banking platform. Later, if you request to receive your Visa statements on paper, your electronic credit card statements service will be cancelled.

## **Receiving paper copies**

At any time, you may request from us a paper copy of any record, disclosure, or agreement, provided that we have made it available to you electronically; you may be charged a fee for such copy.

You will be able to obtain copies or receipts of Online Banking records, forms, and disclosures (not including your eStatements) through the Online Banking platform. Once or if the documents are unavailable through Online Banking, and if you wish for us to send you paper copies of those documents from our office, you must request them in writing from the department that processed your request; if unsure, contact our Member Services Department (see “How to contact OAS FCU” below).

Exception: please be advised that for any requests that you make using DocuSign or Meridian Link, should you change your mind and want to switch to paper communications later on, any receipts will be delivered in electronic format only.

### **Withdrawing your consent**

If you decide to communicate, transact and/or receive electronic communications from us, you may at any time change your mind and tell us that thereafter you want to suspend electronic services and/or receive all required communications only in paper format.

If you decide to suspend electronic services and/or receive future communications in paper format and wish to withdraw your consent to transact and/or receive communications electronically, please contact us with your request following the instructions described in the section titled “How to contact OAS FCU”.

### **Consequences of changing your mind**

If you elect to communicate, transact, and/or receive required communications only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required documents to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paperwork, or the completed paperwork in question. Additionally, your withdrawal from this Agreement will result in the loss of:

- Your access to our electronic services, including Online Banking, and
- Your ability to use certain OAS FCU products and apps.

### **How to contact OAS FCU**

You can contact us to let us know that we may communicate with you electronically (in the event that you do not agree to this Agreement), to request paper copies of certain information from us, to cancel the delivery of electronic monthly statements from OAS FCU, to withdraw your prior consent to receive notices and disclosures electronically, or to withdraw your consent to communicate electronically as follows.

#### To contact us by paper mail

Please send correspondence to:  
OAS FCU – Member Services Department  
1889 F Street NW  
Washington, DC 20006

#### To contact us via email and/or to opt of receiving all electronic communications/eStatements

Please send your message/request by email to our Member Services Department at [credit\\_union@oasfcu.org](mailto:credit_union@oasfcu.org).

To request paper copies/copies of statements from OAS FCU

To request delivery from us of paper copies of any electronic communication previously provided by us to you electronically, send us an email to [credit\\_union@oasfcu.org](mailto:credit_union@oasfcu.org) stating your full name, postal address, email address, and telephone number along with the name(s) and date(s) of the documents you wish to receive via paper mail. For security reasons, please do not include your account number.

To advise us of your new contact information, including your email address

To let us know of a change in your email address where we should send notices and disclosures, please log into to your Online Banking and select the "Contact Information" category located in your Profile tab. In the form you will be able to change any of your current contact information on file with OAS FCU. If you do not have access to Online Banking, please email our Member Services Department at [membership@oasfcu.org](mailto:membership@oasfcu.org) to make your request.

### **Agreement**

By checking the 'I have read the Electronic Record and Signature Disclosure and Agreement and agree' box, you will confirm that:

1. You can access and read this Electronic Record and Signature Disclosure and Agreement document; and
2. Until or unless you notify OAS FCU as described above, you consent to receive from exclusively through electronic means all notices, disclosures, statements, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by OAS FCU during the course of your relationship with us as stated in this Agreement; and
3. You can print on paper all such electronic communications or save or send them to a place where you can store them for future reference and access; and
4. You agree to the current and future usage of an electronic signature or e-signature authorized by you using the terms described above.