



E-Sign Agreement

Effective November 2021

1. Scope of Agreement – This E-Sign Agreement between you and Digital Federal Credit Union outlines the terms and conditions of DCU’s delivery to you of Communications (as defined below) electronically. We want to ensure that you have all of the information that you need to effectively manage your DCU accounts, products, and services. We are required by law to provide to you certain information “in writing” – meaning you have the legal right to receive such information on paper. However, with your consent, we may instead provide this information to you electronically. Also, by requesting or using any of DCU’s accounts, products, and services, you are generally consenting to the use of electronic records and electronic signatures as permitted by applicable law. So, before you use any of our Electronic Services (as defined below), you must review and consent to the terms outlined below.

Under this E-Sign Agreement,

- “Communications” means each agreement, rate sheet, disclosure, notice, fee schedule, statement, record, document, and other information we provide to you, or that you sign, submit, or agree to at our request. “Communications” includes, but is not limited to, the following:
 - This E-Sign Agreement;
 - Account Agreement for Consumers, Schedule of Fees and Service Charges, Rate Sheet, loan agreements and disclosures, and any and all other disclosures, agreements, notices, and other information related to the opening or initiation of a DCU account, product, or service;
 - Periodic, annual, monthly, or other statements, disclosures, and notices relating to the maintenance or operation of a DCU account, product, or service;
 - Any notice or disclosure regarding a DCU account, product, or service fee, such as a late fee, an overdraft fee, an overlimit fee, a fee for a draft, check or electronic debit returned for any reason, such as insufficient funds fee or a fee as a result of a stop payment order;
 - Any change-in-terms notice of the addition of new terms and conditions or the deletion or amendment of existing terms and conditions applicable to DCU accounts, products, or services;
 - DCU’s Privacy Policy and other privacy statements or notices (by posting such notices on our website);
 - Certain tax statements or notices that we are legally required to provide to you, such as the annual IRS interest statements;
 - Certain information or forms that we request from you and ask you to submit electronically, such as signature cards, W-9s (or substitute W-9s), or other agreements; and
 - Any other notice that we provide to you, including courtesy communications and other notices not required by law.
- “Electronic Services” means our digital banking services (such as our online banking platform and mobile banking application), website, and each and every other DCU account, product, and service accessible electronically.
- “You” and “your” mean each person individually, and all joint applicants or accountholders collectively, that requests or uses any of DCU’s accounts, products, and services.
- “We”, “us”, “our”, and “DCU” mean Digital Federal Credit Union.

2. Consent to Use Electronic Disclosures and Electronic Signatures – If you apply or open a DCU account, product, or service through the use of Electronic Services, you must accept electronic delivery of all Communications. This means that DCU will not mail Communications to you unless you request paper copies at a later date or withdraw your consent. See Section 5 below. By consenting to this E-Sign Agreement, you agree:

- To receive Communications electronically;
- That you have access to equipment (meeting the requirements in Section 8 below) through which you can access the Electronic Services and which you can use to retain Communications; and
- To use electronic records and signatures in our relationship with you.

Your consent applies to all DCU accounts, products, and services. Your consent will also apply to any other person named on your DCU account, product, or service, subject to applicable law. Your consent will apply to any Communications which we are legally permitted to provide to you now or at any time in the future until such time that you withdraw your consent. In our sole discretion, we may choose to send to you certain Communications in paper form rather than in electronic form, or in both paper and electronic form. You should continue to review all paper Communications that we send you.

3. Accessing Your Communications – All Communications (including alerts that Communications have been provided or posted) that we provide to you electronically will be provided by one or more of the following methods:

- Electronic Services, such as our websites and/or our online banking platform and mobile banking application;
- Electronic messaging, such as email, and/or SMS text or push notification to your mobile device; and
- By requesting that you download an HTML or PDF file or other specified electronic file containing the Communication.

Communications delivered by email will be sent to your email address reflected in our records. Communications delivered by SMS text or push notification will be sent to your phone number, and device, respectively, reflected in our records. You should print, download, or otherwise retain a copy of this E-Sign Agreement and all other Communications provided by DCU electronically.

4. Withdrawing Consent – You have the right to withdraw your consent to electronic delivery of Communications, required by law to be provided to you in paper form, at any time. To withdraw such consent, please call DCU at (800) 328-8797 (non-holiday weekdays from 8:00am to 9:00pm and Saturdays from 9:00am to 3:00pm). Please note that this is the sole method to withdraw consent. Your selection of delivery preferences under Section 5 below, your request for paper copies of Communications, and our provision of paper versions of Communications to you will not be deemed to mean that you withdrew your consent.

IMPORTANT: Please be aware, however, that withdrawal of consent may result in DCU terminating

- your access to our Electronic Services, including our digital banking services (such as our online banking platform and mobile banking application); and
- your access to, use of, and future ability to use certain DCU accounts, products, and services, which rely on electronic delivery of Communications.

Your withdrawal of consent will become effective after we have had a reasonable opportunity to act upon it.

If you are receiving electronic statements, your withdrawal of consent will cause DCU to begin mailing paper statements to you. Depending on the specific DCU account, product, or service, if you withdraw consent, we may charge higher or additional fees for that account, product, or service. Please refer to the applicable agreement for any fee that may apply.

Withdrawal of consent to electronic delivery will not affect the legal effectiveness, validity, or enforceability of Communications previously provided electronically. Withdrawal of consent will only apply to those Communications that are required by law to be provided to you in paper form. In our sole discretion, we may continue to deliver to you all other Communications electronically. Your withdrawal of consent will also not affect the validity of your electronic signatures on any and all Communications.

You may be able to set your Communications preferences as described in Section 5 below without withdrawing your consent.

5. eStatements and Other Delivery Preferences – After you consent to this E-Sign Agreement, DCU may allow you to set your preferences to receive certain categories of Communications, such as periodic or other statements, in a paper format. Setting your delivery preferences may not be available for all DCU products, accounts, or services. For more information on the availability of delivery preference management options, please refer to the appropriate preference page in our Electronic Services.

Modifying your delivery preferences does not constitute a withdrawal or modification of your consent to electronic delivery of Communications. To withdraw your consent to receive Communications electronically, you must follow the instructions in Section 4 above.

Sometimes you may be required to provide us with a written notice by law or under our agreements with you. Those notices must be provided to us in a paper format, unless we tell you how to deliver the notice to us electronically.

6. Requesting Paper Copies of Communications – If we provide Communications electronically to you, and you want a paper copy, you may contact us and request a paper copy. You will find the appropriate contact information in the account statement or agreement for the relevant DCU accounts, product, or service. DCU may charge you a fee for the paper copy, unless charging a fee is prohibited by applicable law. Please refer to the applicable statement or agreement for any fee that may apply for paper copies.

7. Current Email and Mailing Address – You must promptly contact us (by any of the methods listed in your account agreement or statement) to inform us of any change in your email or other electronic address, as well as your mailing address. If you fail to update or change an incorrect email or mailing address, or other contact information, you understand and agree that any electronic Communications shall nevertheless be deemed to have been provided to you if they were made available to you by one of the methods described in Section 3 above. In our sole discretion, we may treat the provision of an invalid email address, or the subsequent malfunction of a previously valid email address, as a withdrawal of your consent to receive Communications by electronic delivery. See Section 4 above for additional information.

8. Hardware and Software Requirements – To access and retain electronic Communications, you must have an active email address and an up-to-date computer or mobile device with:

- the most current version of a web browser (such as Chrome and Safari) supported by its publisher;
- a connection to the internet;
- electronic storage to retain records and/or a printer to print them; and
- the most current version of a program that accurately reads and displays PDF files.

If you do not have a PDF reader, you can download Adobe® Reader® at no charge from its publisher.

We reserve the right to discontinue support of a browser or program if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use.

If our hardware or software requirements change, and that change creates a material risk that you would not be able to access or retain the Communications provided by electronic delivery, we will give you notice of the revised hardware or software requirements.

9. Amendments – This E-Sign Agreement may be amended from time to time by DCU. DCU will give you notice of any change, which notice may be provided electronically or in writing. If you have a joint account or multiple authorized users, one notice will be effective as to all accountholders or users. Unless otherwise required by law, amendments apply automatically, without the need for you to agree to or accept the change in writing or electronically. If you do not agree with an amendment, you must stop using and close the account or terminate the product or service affected by the change.

10. Governing Law and Arbitration – This E-Sign Agreement will be governed by and construed in accordance with federal law and the laws of the Commonwealth of Massachusetts. The resolution of any disputes or claims between you and DCU related to this E-Sign Agreement is subject to the Arbitration part of the DCU Account Agreement for Consumers.