

Online Services—Consent for Use of Electronic Signatures and Electronic Disclosures Agreement

Revised: May 18, 2021

We urge you to carefully read the terms and conditions of this Online Services—Consent for Use of Electronic Signatures and Electronic Disclosures Agreement (“Agreement”). This Agreement applies to all Communications for those products, services, and Accounts offered or accessible through online services. Please keep all records relating to this Agreement and print or make an electronic copy of Communications.

Definitions.

- “We”, “us”, “our”, and “First Tech” refer to First Technology Federal Credit Union.
- “You” and “your” mean you, the individual(s) or entity identified with applications, products, services, and Account(s).
- “Account” means any and all share accounts, loans, and online accounts you have with us.
- “Communications” means any and all current and future required notices and/or disclosures, agreements, amendments, applications, monthly billing or account statements, tax statements, responses to claims, transaction history, privacy policies, and all other information related to the products, services, and Accounts, including but not limited to information that we are required by law to provide to you in writing.
- “E-Signature” means an electronic symbol or process attached to, or logically associated with, a record and used by a person with the intent to sign the record.

Electronic Signature Agreement.

You are signing this Agreement electronically. You agree your E-Signature, or action indicating agreement, is the legal equivalent of your manual/handwritten signature for any action taken through our online services, and this Agreement. By accepting this Agreement using any device, means, or action, you consent to the legally binding terms and conditions of any actions taken, applications, services provided through our online services, and this Agreement. You further agree that your signature or E-Signature on any services, acceptance of this Agreement, any related documents, or Communications is as valid as if you signed the document in writing and/or on paper. You also agree that no certification authority or other third party verification is necessary to validate your E-Signature, and that the lack of such certification or third party verification will not in any way affect the enforceability of your E-Signature or any resulting agreement between you and First Tech. You are also confirming that you are authorized to enter into this Agreement. You further agree that each use, agreement to, or acceptance of any document or action equates to your E-Signature and constitutes your agreement to be bound by the terms and conditions of those disclosures, documents, actions, and this Agreement as they exist on the date of your acceptance.

Consent to Electronic Delivery.

You specifically agree to receive, obtain, and/or submit any and all First Tech Communications electronically. You are acknowledging that you are able to use and are able to retain Communications by printing and/or downloading and saving this Agreement and any other agreements, Communications, documents, or records that are signed using your E-Signature. You accept Communications provided via email or other electronic means as reasonable and proper notice for the purpose of fulfilling any and all rules and regulations, and agree that such Communications fully satisfy any requirement that Communications be provided to you in writing or in a form that you may keep.

Revised: May 18, 2021

Sometimes the law, our agreements, and our services with you require you to submit notices and Communications in writing. You must still provide these notices and Communications to us on paper, unless we specifically tell you how you may delivery that notice and Communication electronically.

Method of Providing Communications to You in Electronic Form.

All Communications that we provide to you in electronic form will be provided either:

1. Via e-mail;
2. By access to a web site that we will designate in an e-mail notice we send to you at the time the information is available;
3. To the extent permissible by law, by access to a web site that we will generally designate in advance for such purpose; or
4. By requesting you download a PDF file containing the Communication.

Paper Version of Electronic Communications.

You acknowledge and agree that you may request a paper version of Communications or other documents by printing or saving a copy within the online service and by sending a secure message in our online service or by contacting us using one of the methods on our [Contact Us](#) page at firsttechfed.com. You may have to pay a fee for paper copies, unless charging a fee is prohibited by applicable law. Please refer to the applicable agreement and our Fee Schedule/Sheet at firsttechfed.com for any fee that may apply for paper copies.

Revocation of Electronic Delivery.

You have the right to withdraw your consent to receive Communications via electronic delivery at any time. You acknowledge that you are aware this action may affect your services and Accounts such as:

- Termination of your access to electronic services such as online services, and
- Loss of eligibility for some products, fee waivers, and services.

If you wish to withdraw your consent to receive Communications via electronic delivery for any of your Accounts you may do so by sending a secure message, by changing your delivery preferences within the online service, if available, or by contacting us using one of the methods on our [Contact Us](#) page at firsttechfed.com. At our option, we may treat your provision of an invalid email address or the subsequent malfunction of a previously valid address or cancellation of participation in our online service as a withdrawal of your consent to receive electronic Communications. Any withdrawal of your consent to receive Communications via electronic delivery will be effective only after we have a reasonable period of time to process your withdrawal.

How to Update Your Records.

It is your responsibility to provide us with true, accurate, and complete email address, contact, and other information related to this Agreement and your Account(s), and to maintain and update promptly any changes in this information. You can update such information (such as your email address) by sending a secure message, by changing your delivery preferences within the online service, if available, or by contacting us using one of the methods on our [Contact Us](#) page at firsttechfed.com.

Revised: May 18, 2021

Hardware and Software Requirements.

You are responsible for installation, maintenance, and operation of your computer, browser, and software. First Tech is not responsible for errors or failures due to any malfunction of your computer, browser, or software. First Tech is also not responsible for computer viruses or related problems associated with use of an online system. Your acceptance of this Agreement indicates that you have access to the Internet, an email account capable of receiving Communication from First Tech, and software compatible with accessing PDF documents.

You must have the necessary hardware, software, and operating systems to access and use the following:

- Software which permits you to receive, access, display, and either print or store documents in Portable Document Format (PDF), such as Adobe Reader;
- An email account with Internet service provider and e-mail software; and
- Software which permits you to receive, access, display, and either print or store Communications received from us in electronic form commonly used on the internet, including but not limited to, HTML.

You must also use one of the following web browsers that is capable of supporting 128-bit, SSL encrypted communications:

Desktop Browser Support

- Google Chrome—2 most recent versions
- Microsoft Edge—2 most recent versions
- Mozilla Firefox—2 most recent versions
- Safari—2 most recent versions

Mobile Browser Support

- Chrome for Android—2 most recent versions
- Mobile Safari for iOS devices—2 most recent versions

For additional information regarding our online service, please refer to the section titled “Desktop Browsers” and “Mobile Browsers Support” on the Browser Support policy page (<https://banking.firsttechfed.com/Authentication#/browser-support>).

Violations.

- A. It is a violation of this Agreement for an individual to sign/e-sign a transaction on behalf of another individual, unless they have been granted specific, written, and legal authority to do so by that individual or by a court of competent jurisdiction.
- B. Failure by an individual to report any suspected fraudulent activities related to E-Signatures immediately to First Tech also constitutes a violation of this Agreement.
- C. Consumers who falsify E-Signatures or otherwise violate this Agreement may face criminal prosecution under applicable Federal and State laws.

Online Services—Consent for Use of Electronic Signatures and Electronic Disclosures Agreement

Revised: May 18, 2021

Communications in Writing.

All Communications in either electronic or paper format from us to you will be considered “in writing.” You should print or download for your records a copy of this Agreement and any other electronic Communication that is important to you.

Federal Law.

You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the Federal Electronic Signatures in Global and National Commerce Act (“Act”), and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

Termination/Changes.

We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications, including any applicable discount for receiving electronic Communications. We will provide you with notice of any such termination or change as required by law.

Consent.

By checking the “I Agree” box AND ALSO clicking the “Continue” button below, you acknowledge you understand and agree to the terms and conditions in this Agreement and that your E-Signature is legally binding. You further acknowledge and agree that your computer satisfies the hardware and software requirements specified above and that you have provided us with a current e-mail address at which we may send electronic Communications to you. You further acknowledge our products, services, and Accounts offered or accessible through online services are subject to our [Membership and Account Agreement](#), [Online Banking Agreement](#), [Privacy Notice](#), and applicable [privacy notices and policies](#).