Mocse Credit Union

ESIGN CONSENT AND DISCLOSURE

This ESIGN Consent and Disclosure ("Disclosure") addresses the circumstances under which you consent to receive communications from us in an electronic form that we are required by law to provide to you in writing, in addition to other communications that we provide to you in connection with your membership and accounts with Mocse Credit Union.

For purposes of this Disclosure, the words "you" and "your" mean the primary accountholder and all joint accountholders. The words "we," "our," "us" and "Credit Union" mean Mocse Credit Union. "Account(s)" means any accounts you have with us, and all products or services you obtain from us. "Communication" means any member disclosures and agreements (including amendments thereto), monthly (or other periodic) billing or account statements, tax statements, notices, responses to claims, transaction history, privacy policies and all other information related to the Account(s), including but not limited to information that we are required by law to provide to you in writing. Such Communications may include, but are not limited to:

- This Disclosure and any amendments hereto;
- Disclosures, agreements, notices and other information related to the opening of an account, or initiation of a product or service including, but not limited to, account agreements, fee schedules or other disclosures or notices that may be required by the Truth in Savings Act, Electronic Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm-Leach-Bliley Act, the Real Estate Settlement Procedures Act, the California Consumer Privacy Act, or other applicable federal or state laws and regulations;
- Information related to the opening or closing of an account, or initiation of a transaction, product or service, including, but not limited to, agreements, applications, account cards, account authorizations, beneficial owner designations, address change requests, outgoing wire transfer requests, withdrawal requests, credit card disputes, stop payment requests, account closure requests, and other additional service requests;
- All other Communications related to any Credit Union transaction, product or service, unless excluded by the terms of this Disclosure;
- Communications and notices regarding your membership, including notices of member meetings, proxies, or ballots;
- All of the periodic account and activity statements, disclosures and notices we provide to you concerning your Credit Union Accounts;
- Service or end-user agreements governing access to or use of the Credit Union's online and mobile banking services, including the Online Services Master Agreement;
- Any notice or disclosure regarding fees we may assess, including late fees, overdraft fees, insufficient funds fees and returned item fees;
- Notices of amendments or change in terms to your Accounts and any of your agreements with us;
- Arbitration agreements;
- Our privacy policy and other privacy statements or notices; and
- Other disclosures and notices that we are legally required to provide to you, or choose to provide to you in our discretion.

WE ARE REQUIRED TO OBTAIN YOUR CONSENT BEFORE DELIVERING COMMUNICATIONS ELECTRONICALLY. YOU UNDERSTAND THAT YOUR CONSENT ALSO PERMITS US TO ELECTRONICALLY DELIVER TO YOU, INITIALLY AND ON AN ONGOING BASIS, ALL FUTURE COMMUNICATIONS RELATED TO YOUR MEMBERSHIP AND ACCOUNT(S) WITH US. YOUR CONSENT WILL ALSO APPLY TO ANY OTHER PERSON NAMED ON YOUR ACCOUNT(S) AS A JOINT OWNER. PLEASE READ THIS DISCLOSURE CAREFULLY BEFORE GIVING CONSENT.

Types of Communications You Will Not Receive in Electronic Form. This Disclosure does NOT apply to:

- Any notice of default, acceleration, repossession, foreclosure, or eviction, or the right to cure or reinstate or redeem under a credit agreement secured by your primary residence;

- Any transactions subject to Article 9 of the Uniform Commercial Code; and
- Any other communications that we determine, in our sole discretion, you should receive in paper rather than electronic form.

Such notices and disclosures will be mailed to the primary address we have for you in our records or otherwise delivered as required by law or the governing agreement.

Consent to Receive Disclosures Electronically and Scope of Consent. By clicking "I AGREE" below, you are affirmatively consenting, initially and on an ongoing basis, to receive Communications related to your membership and Account(s) with us in electronic form, and that we may discontinue sending paper Communications to you, until such time as you withdraw your consent as described below.

E-mail Address and Keeping Your Information Current. You agree to provide us with and maintain a valid, active e-mail address. You must promptly notify us of any change in your e-mail address. You may update your e-mail address by updating your contact information via the online and/or mobile banking services, submitting your change to us in writing to: Mocse Credit Union, 3600 Coffee Road, Modesto, CA 95355, or by visiting one of our branches at any time, and your change will take effect a reasonable time thereafter. We are not liable for any third-party incurred fees, other legal liability, or any other issues or liabilities arising from statements or notifications sent to an invalid or inactive e-mail address that you have provided.

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 website that we will designate in an e-mail notice we send to you at the time the information is available; (3) by requesting you download a PDF file containing the Communication (4) via internet/online banking, (5) or by text messages. .

How To Withdraw Consent. You may withdraw your consent to receive Communications in electronic form at any time by sending us a secure message via the online and/or mobile banking services, providing written notice to us at Mocse Credit Union, 3600 Coffee Road, Modesto, CA 95355, or by visiting one of our branches. You must be sure to include the details of your request, including whether you wish to withdraw your consent to receive Communications in electronic form in relation to all required Communications or specific Communications such as your monthly e-Statements. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications. At our option, we may treat your provision of an invalid e-mail address, or the subsequent malfunction of a previously valid e-mail 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 had a reasonable period of time to process your request. Your consent will remain in force until withdrawn in the manner provided in this section.

Hardware and Software requirements. In order to access, view, and retain electronic Communications that we make available to you, you must have, at your cost:

- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit.
- A valid and active email account.
- A computer, smartphone, tablet, or other device capable of accessing the internet
- A current, supported operating system and an up-to-date internet browser, such as Google Chrome, Microsoft Edge, Mozilla Firefox, or Apple Safari, with JavaScript and cookies enabled, as applicable.
- The current version of Adobe Acrobat Reader or similar program that allows you to access and view documents provided to you in PDF format.
- A printer if you wish to print out and retain records on paper and sufficient electronic storage capacity on your computer's hard drive or other data storage unit if you wish to retain records in electronic form.

Changes to Hardware and Software Requirements. If our hardware or software requirements change, and that change would, in our opinion, create a material risk that you would not be able to access Communications or our online or mobile

banking services, we will give you notice of the revised hardware or software requirements. Your continued use of our online or mobile banking services after we send you notice of the change is reaffirmation of your consent. We reserve the right to discontinue support of any Internet browser or other software at any time and without advance notice if, in our opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use with our Communications and/or online and mobile banking services.

Your Right to Receive Paper Communications. We will not send you a paper copy of any Communication we send to you in electronic form, unless you request it or we otherwise deem it appropriate to do so. You may obtain a paper copy of an electronic Communication by printing it yourself or by submitting your request to Mocse Credit Union, 3600 Coffee Road, Modesto, CA 95355 or by visiting one of our branches, and identifying the specific record requested, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. A fee to request paper copies of Communications may be imposed as set forth in our Schedule of Fees and Charges. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.

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

Federal Law. You acknowledge and agree that your consent to receive 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 ("ESIGN Act"), and that you and we both intend that the ESIGN Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

Termination or 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. We will provide you with notice of any such termination or change as required by law.

Agreement. By clicking on the "I AGREE" tab below, you affirmatively consent to receive, and acknowledge that you can receive, access and retain electronically, Communications. You acknowledge that you have read and agree to the terms in this Disclosure and that your computer system meets the minimum system requirements described herein. You understand and agree that the Credit Union will not be liable for any loss, liability, cost, expense, or claim for acting upon this authorization or arising from your use of the products or services provided pursuant to this Disclosure.