SRP Federal Credit Union Electronic Documents Service Agreement

Terms and Consent Applicable to Electronic Signatures, Electronic Contracts, Electronic Records, Electronic Mail ("Email") Facsimile and Other Electronic Services and Communications

Introduction

This Agreement and Disclosure (“Agreement”) specifically governs the Electronic Documents Service (“eDocuments Service”) and informs you of your rights and responsibilities and the terms and conditions associated with the service you have requested. Please read this Agreement and Disclosure carefully. In this Agreement and Disclosure, the words “you”, “your”, and “yours” mean each and every one who utilizes the eDocuments Service. The words “we”, “us”, “our”, and “Credit Union” mean SRP Federal Credit Union. The words “the Service” refer to the eDocuments Service.

You agree to be bound by all terms and conditions contained herein, which are also governed by other provisions of the Membership Agreement, as applicable, including but not limited to the Arbitration Agreement and Electronic Funds Transfer (EFT) Agreement and Disclosures. To the extent that there is any variance between the terms or conditions of this Agreement and your applicable Membership Agreement, this Agreement shall govern with regard to the services specifically addressed herein. Otherwise, the Membership Agreement shall govern. To provide these services, we may contract with one or more third parties from time to time. The Credit Union reserves the right to change vendors without notice to you. By applying for any of these services, use of any services, or continued use of these services, you consent to our use of vendors and our sharing of information about you with vendors to facilitate these services. You further agree to follow all instructions provided by the Service and reflected on your computer or other device screen. You further agree to abide by any terms or conditions which may be added because of future enhancements to the Service.

Agreement for Receiving Electronic Disclosures

You specifically consent and agree that we may provide all disclosures, agreements, contracts, periodic statements, receipts, notices, modifications, amendments, and all other evidence of our transactions; and governmental and/or third party notices (such as IRS 1098, 1099, etc.), to include notices required by federal or state laws (such as notice of unclaimed property) or notice of the availability of any of the foregoing with you or on your behalf electronically by posting or providing a link to the same on the Credit Union’s website, by submitting a notice to the email address provided in your Membership Application, or by our using other electronic methods allowed pursuant to applicable laws and regulations to provide electronic records to you. Hereinafter all such documentation is referred to as "electronic record(s)" or “eDocuments”. Electronic records are considered to be “in writing.” Other than email responses, our electronic records are provided in PDF format. To access or read these records, you must install an appropriate reader such as Adobe Acrobat Reader. You have a right to receive a paper copy of any of these electronic records if applicable law specifically requires us to provide such documentation. Fees may apply as outlined in the Fee Schedule. Also, you may withdraw your consent and revoke your agreement to receive records electronically.

Upon receipt of your consent, we will provide all electronic records to you as applicable, to the email address that you provide and update from time to time. You may be required to enter a logon that will be assigned by the Credit Union together with a PIN and/or password, created by you, to access all or certain electronic records. It is your sole responsibility to protect your logon and password from unauthorized persons. You understand that you have no expectation of privacy if electronic records are transmitted to an email address owned by your employer or any other persons that are not owners, borrowers, authorized users, etc. You further agree to release the Credit Union from any liability if the information is intercepted or viewed by an unauthorized party at the email address in your Membership Application and Signature Card selected by you, or any updates thereto that are provided to the Credit Union.

Equipment and Software Requirements

To receive electronic records and to access our online or mobile banking platforms (collectively referred to as “eBanking platform(s)”) and eBanking Services (collectively referred to as “Services”), you need a computer or other device with access to the Internet through supported browsers such as Google Chrome, Microsoft Edge, and Safari. Supported versions of these browsers will be the two most current versions. Other browsers may also be compatible. As browsers are updated over time, older versions may not function effectively for the Services. It is your responsibility to ensure you maintain an up-to-date browser to ensure access to the Services. Use and access to our Services requires the use of a browser that supports SSL and Cookies. You may also access some Services in the SRP Mobile application (via the App Store® or Google Play™). You are responsible for the setup and maintenance of your system, which supports the encryption requirements of our eBanking platforms. You will also need a valid email address and a current version of software that will read and display PDFs such as Adobe Acrobat Reader®. Presently, a personal computer with Internet access is the minimum requirement that your equipment must meet to use the eBanking Services, which may change without notice. If our hardware or software requirements change in a way that would create a material risk that you could not access or retain electronic records, we will notify you and confirm your ability to continue to receive electronic disclosures and documents. A printer is required if you want to print your disclosures and retain paper copies. We make no warranty or representation regarding the access speed that you will have now or in the future, as such is beyond the control of the Credit Union (depending largely on your computer system and method of access - e.g., dial up connection vs. DSL or other connection). Also, these minimum requirements are likely to change as technology, software, and other matters continue to evolve. By requesting any electronic funds transfers, online banking, other electronic services or transactions, by submitting any application or agreement to us electronically, or by emailing us, you represent that you have such equipment and software and that you can download, access, read, review, print and store the electronic records we provide to you.

Performance of Software and Electronic Service and Warranty Disclaimer

In no event will we be liable to you for any consequential, incidental, or indirect damages arising out of the use, misuse or inability to use our services, or for any loss of any data, even if we have been informed of the possibility of such damages. **FURTHER, WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, TO YOU REGARDING YOUR EQUIPMENT OR THE SOFTWARE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, including but not limited to any eBanking Services provided to you under this or any other agreement with us.**

We do not and cannot warrant that our eBanking platform(s) will operate without errors, or that any or all Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special, or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to eBanking Services, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of the Credit Union and its affiliates exceed the amounts paid by you for the services provided to you through eBanking Services.

Virus Protection: We are not responsible for any electronic virus or viruses that you may encounter. The Credit Union suggests that you routinely scan your computer and external storage devices using a reliable virus protection software product to detect and remove any viruses found. An undetected or unrepaired virus may corrupt and/or destroy your programs, files and even your hardware.

Electronic Signature

You consent and agree that your 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 agreement, acknowledgement, consent, terms, disclosures, or conditions constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third-party verification is necessary to the validity of your electronic signature; and that the lack of such certification or third-party verification will not in any way affect the enforceability of your signature or any resulting contract between you and the Credit Union.

Electronic Records

To facilitate electronic commerce, to reduce the expense of records storage, and to obtain the benefits of faster access to records, you acknowledge and agree that we may in our discretion store all records electronically; and that we will not retain and have no obligation to retain any original documents for any period of time. This applies to all documentation including but not limited to checks, transaction records, notes, mortgages, deeds of trust, and other loan and/or security documentation. You further acknowledge and understand that we will routinely destroy all original documentation. We may store records electronically via imaging, scanning, filming or other technology used in the financial services industry for the storage of documentation via internal processes or third-party processors that we approve for these services. You agree that such storage shall be secure, and further agree that such records shall for all purposes be recognized and admissible in evidence or otherwise to prove the agreements, rights and obligations of the parties pursuant to any such records.

Email and Facsimile Communications

You acknowledge and agree that the Internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim, or damages arising or in any way related to our response(s) to any email or other electronic communication, which we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify an email or other electronic communication; and may respond to an email at either the address provided with the communication, the email address in your Membership Application, or any other application or communication actually received by us. Any account owner, co-borrower, or authorized user may change the email address for statements or other information from us at any time. Although having no obligation to do so, we reserve the right to require authentication of emails or electronic communications. The decision to require authentication is in the sole discretion of the Credit Union. We will have no obligation, liability, or responsibility to you or any other person or company if we do not act upon or follow any instruction to us if a communication cannot be authenticated to our satisfaction. Further, the Credit Union may not immediately receive email communications that you send. Also, we will not take action based on email requests until we actually receive your message and have a reasonable opportunity to act. We reserve the right to require any notices from you be submitted to us in writing or secured electronic communications, and we may refuse to send certain information through unsecured email communications. If you need to contact the Credit Union immediately regarding an unauthorized transaction, stop payment request, or otherwise, you may contact us by the methods listed in **Contact Us** section at the end of this Agreement.

You expressly consent and agree to us, our agents, or any parties we authorize sending, and your receiving, any communications hereunder by facsimile or other electronic methods including any offers for Credit Union, affiliate, or third-party services and/or products.

Links to Other Sites

Our Web site and the eBanking platform(s) may contain links to third-party Web sites. These links are provided solely as a convenience to you and not as an endorsement by the Credit Union of the contents on such third-party Web sites. The Credit Union is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third-party Web sites. If you decide to access linked third-party Web sites, you do so at your own risk.

Controlling Law and Users Responsibilities

Our Web site and the electronic services that we provide (excluding linked sites) are controlled by the Credit Union from its principal offices within the state of South Carolina, which law governs this Agreement. While you may choose to access our Web site and electronic services from other locations, we make no representation that any information, materials, or functions included in our Web site or via electronic service are appropriate or authorized for use in other jurisdictions. Your access from other locations is made on your own initiative; and you are solely responsible for compliance with any applicable local laws and regulations.

Your Responsibilities

In the event that your email address changes, you agree to update it promptly via our eBanking platform(s), or by notifying us using one of the methods listed in the **Contact Us** section of this Agreement.

You understand the importance of your role in preventing misuse of your accounts and you agree to protect the confidentiality of your login credentials to prevent unauthorized access to your accounts, eDocuments, including but not limited to your electronic statements (“eStatements”), and other sensitive information. It is your responsibility to store your confidential records securely and shred or otherwise destroy any discarded printed eStatements and sensitive documents.

If you believe that someone has gained access to your accounts or eDocuments, it is your responsibility to notify us immediately by any of the methods listed in the **Contact Us** section at the end of this Agreement.

In Case of Errors or Questions about Your Electronic Statement

Contact us by one of the methods listed in the **Contact Us** section at the end of this Agreement as soon as you detect an error or have a question concerning your eStatement. You must contact us within sixty (60) days after we make the FIRST statement available online on which the problem or error appeared; and you must provide us with the following information:

- Your name and account number;
- A description of the error or transaction you are unsure about. Please explain as clearly as you can why you believe it is an error or why you need more information; and
- The dollar amount of the suspected error.

If you contact us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will notify you of the results of the investigation within ten (10) business days* after we hear from you and will correct any error promptly. However, if additional time is required, we may take up to forty-five (45) days** to investigate your complaint or question. If additional time is required, we will provisionally credit your account within ten (10) business days* for the amount in question. If we ask you to put your complaint or question in writing, and we do not receive it within ten (10) business days, we have the option not to provisionally credit your account.

If we decide there was no error, you will be notified within three (3) business days. You may request copies of the documents used in our investigation. Expenses incurred by the Credit Union to research disputed transaction(s) shall be paid by you when such transaction(s) are proven to have been authorized by you or made by an unauthorized user. Further, once the investigation concludes no error has occurred or that the disputed transaction(s) was authorized, you will be responsible for repayment of any provisional credits to your account(s). The Credit Union reserves the right to debit such amounts and/or place sufficient holds on your accounts to recover such funds.

** If you give notice of an error within thirty (30) days after you make the first deposit to your account, we will have twenty (20) business days instead of ten (10) business days as indicated above.*

*** If you give notice of an error within thirty (30) days after you make the first deposit to your account, notice of an error involving a Point of Sale transaction, or notice of an error involving a transaction initiated outside the United States, its possessions or territories, we will have ninety (90) days instead of forty-five (45) days.*

Availability and Liability

SRP Federal Credit Union will make at least 18 months' worth of eStatements available via SRP Online and SRP Mobile, assuming your membership has been open for that length of time. eDocuments can be downloaded as PDF files and saved or printed for easy record keeping.

Access to the Service may be unavailable at certain times for the following reasons: (1) Scheduled Maintenance: There will be periods when systems require maintenance or upgrades; (2) Unscheduled Maintenance: Service may be unavailable when unforeseen maintenance is necessary; or, (3) System Outages: Major unforeseen events including but not limited to earthquakes, fires, floods, computer failures, interruptions in telephone service, or electrical outages, that may cause system unavailability. The Credit Union will make all reasonable efforts to ensure the availability of the eDocuments Service. However, Credit Union is in no way liable for the unavailability of the Service or any consequential damages that may result.

Although SRP Federal Credit Union will make every effort to ensure availability, we cannot guarantee that the Service will operate without error, or that the Service will be available at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of the eDocuments Service, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty or any other legal theory. Further, in no event shall the liability of the Credit Union and its affiliates exceed the amounts paid by you for the services provided to you through the Service.

Your Right to Terminate

You may cancel your eDocuments Service at any time by logging in to SRP Online or SRP Mobile and updating your document subscription settings. You may also notify us using any of the methods listed in the **Contact Us** section of this Agreement. By cancelling the eDocuments Service, you understand that you will revert to receiving printed mailed notices and statements and may be charged the associated fee as stated in the Fee Schedule.

Our Right to Terminate

You agree that we can terminate the Service and revert to printed mailed statements and notices for any reason at any time. Receiving printed statements by mail may incur the associated fee as stated in the Fee Schedule.

Amendments

This Agreement may be amended by the Credit Union at any time at its discretion. You will receive any notice of amendments required by law via email.

Contact Us

Please stop by any of our branch locations during Regular Business Hours, or contact us using the following methods:

- *By mail:*

  SRP Federal Credit Union
  P.O. Box 6730
  North Augusta, SC 29861-6730

- *By phone*:*

  1(800) 237-9829

- *By SRP Online or SRP Mobile Secure Message*

  **   Due to Privacy and Security considerations, we are limited in the types of information that can be provided by phone. If your communication is of a confidential nature and you are unable to visit a branch, we recommend contacting us by mail, or by using one of the secure message options listed above.*