



**Fitzsimons Credit Union**  
ELECTRONIC SIGNATURE DISCLOSURE AGREEMENT

By submitting your request for opening an account electronically, you affirmatively consent and agree to permit Fitzsimons Credit Union (Fitzsimons) to make and provide notices and disclosures to you in electronic form, in lieu of providing such notices and disclosures in paper form. Your consent and agreement relates to the disclosures and notices required under applicable law for the various financial products and services contracted between you and Fitzsimons.

This Agreement shall remain in effect until such time as you exercise your right to revoke your consent. By signing this Agreement you authorize us, at our discretion, to electronically deliver your account statement(s), notices, and disclosures to you. We are required to provide you with such disclosures pursuant to all the applicable consumer protection laws with their implementing regulations, as amended from time to time, including but not limited to:

Truth in Lending Act  
Truth in Savings Act  
Fair Credit Reporting Act  
Electronic Funds Transfer (EFT) Act  
Expedited Funds Availability Act  
Home Mortgage Disclosure Act  
Real Estate Settlement Procedures Act (RESPA)  
Fair Housing Act  
Equal Credit Opportunity Act  
Consumer Lending Act  
Federal Credit Union Act  
NCUA Rules and Regulations  
Privacy of Consumer Financial Information  
Bank Secrecy Act  
Suspicious Activity Report (SAR) filing  
Electronic Records and Signatures in Commerce (E-Sign Act)  
Advertising

**Definitions**

As used in this Agreement the words "we," "our," "us," "FFCU," and "Credit Union" mean Fitzsimons Credit Union. "You" and "Your" refer to the account owner(s) authorized by the Credit Union to receive electronic notifications under this Agreement. "Account" or "accounts" means your accounts at the Credit Union. "EFT" means electronic funds transfer. "Law(s)" means all applicable Federal laws and their implementing regulations, and the laws of the State of Colorado pertaining to consumer protection, e-commerce and compliance requirements. "Business days" mean Monday through Friday, excluding holidays.

Fitzsimons Federal Credit Union's regulator is the National Credit Union Administration (NCUA):  
NCUA Office of Consumer Protection  
1775 Duke Street  
Alexandria, VA 22314  
Telephone: 703-518-1140  
FAX: 703-518-6672

As new laws may be enacted or amended in the future to provide electronic delivery of account statements and notices, this Agreement authorizes us, at our discretion to provide electronic delivery of such statements, notices, and disclosures pursuant to these laws after they become effective. By entering into this Agreement electronically, as pertains to the E-Sign Act, you are signing and accepting all the terms and conditions contained herein; and demonstrate that you can access the information in the electronic format being used by Fitzsimons. Please read it carefully.

**Other Accounts**



The terms and conditions of the deposit agreements and disclosures for each of your Fitzsimons accounts, as well as all previous agreements with Fitzsimons (i.e., loans, etc) shall continue to apply, notwithstanding anything to the contrary in this Agreement.

This Agreement is also subject to all applicable consumer protection laws and those laws governing financial institutions. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement.

This Agreement is binding upon your heirs and Fitzsimons' successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.

### **Electronic Signature Service**

By accepting the terms of this Agreement, you hereby authorize Fitzsimons to provide periodic disclosures to you electronically in place of paper sent via United States mail, to your current address of record. Your authorization means that we can provide you with disclosures and notifications of your account electronically. All electronic disclosures and notifications shall be in full compliance with all applicable laws and regulations.

Upon receipt of your consent, you will be able to view all disclosures associated with your account electronically. You can request a printed copy of the disclosures from Fitzsimons at any time by calling or visiting one of our branch locations. Applicable fees as outlined in the Rate and Fee Schedule, may be charged for this request.

Your consent to receive disclosures electronically shall remain in effect until revoked by you or the Credit Union. If you elect to revoke your consent to receive disclosures electronically, you must notify us in writing to our Member Services Department at 2201 N. Fitzsimons Parkway, Aurora, CO 80045. You understand and agree that you must furnish us with any changes in your e-mail address. If your electronic mail is returned undeliverable, a paper copy of disclosures will be mailed to you via US mail to your address of record within five (5) business days.

### **Change in Terms**

We reserve the right to change the terms of this Agreement at any time. As required by law, if the change would result in increased fees for any Credit Union service, or increased liability for you, we agree to give you 30 days notice before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will provide any required notice of the change in terms to you by e-mail or by postal mail. If advance notice of the change is not required and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective.

If there is more than one owner on the account, notice to any one account owner will be effective for all. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that the applicable deposit agreements and disclosures govern changes to fees applicable to specific accounts.

### **Disclaimer of Warranty and Limitation of Liability**

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the disclosure provided to you under this Agreement. We do not and cannot warrant that the disclosure will operate without error, or that the disclosure 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 disclosure, 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 Credit Union and its affiliates exceed the amounts paid by you for the services provided to you through eStatement.

### **Your Right to Terminate**

You may cancel your eStatement service at any time, by writing:

Fitzsimons Federal Credit Union  
2201 N. Fitzsimons Parkway  
Aurora, CO 80045  
Attn: Member Services

Termination of service will be effective the first business day following the receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

### **Credit Union's Right to Terminate**

You agree that we can terminate the eSign agreement, and revert to printed mailed disclosures for any reason at any time.

### **Equipment Requirement**

You agree that it is your responsibility to have the proper equipment necessary to access disclosures. To access disclosures, you will need a personal computer and access to the Internet (World Wide Web). You are responsible for the installation, maintenance and operation of any software and your computer. The Credit Union will not be responsible for any errors or failures involving any telephone service, Internet service, software installation or your computer.

### **Virus Protection**

We are not responsible for any electronic virus or virus that you may encounter. The Credit Union suggests that you routinely scan your PC using a reliable virus protection software product to detect and remove any viruses found. An undetected or un-repaired virus may corrupt and/or destroy your programs, files and even your hardware.

### **Consent to Electronic Delivery of Notices**

You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including EFT disclosures, may be made electronically via e-mail notice.