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## ELECTRONIC COMMUNICATION DISCLOSURES

**1.1 SERVICES COVERED.** This Agreement and Disclosure governs the use of electronic service(s) offered by Safe 1 Credit Union (Safe 1), including, but not limited to, *member communications*, as defined herein.

**1.2 ELECTRONIC SIGNATURE.** By selecting "I Agree" at the end of this document you are signing this Agreement and Disclosure electronically and you agree that doing so is the legal equivalent of manually signing this Agreement and Disclosure and that you will be legally bound by its terms and conditions. You also agree that no certification authority or other third-party verification is necessary to validate your Electronic Signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of your Electronic Signature or any resulting contract between you and Safe 1. You also represent that you are authorized to enter into this Agreement and Disclosure for all persons who own or are authorized to access any of your accounts and that such persons will be bound by the terms of this Agreement and Disclosure.

**1.3 CONSENT TO ELECTRONIC DELIVERY.** You specifically agree to receive and/or obtain any and all *member communications* via Electronic Access. Consent to receive transactions electronically applies to all records during the lifetime of your account, although, not all member communications will be available in electronic form. The term *member communications* includes, but is not limited to, account statements, non-sufficient funds notices, courtesy pay notices, certificate notices, late payment notices, account disclosures or notices required by law or regulation, and any other communications regarding your accounts or relationship with Safe 1 that Safe 1 elects to provide electronically. You acknowledge that, for your records, you are able to retain a record by printing and/or downloading and saving the following: (i) this Agreement; (ii) all *member communications*; and (iii) any other agreements, documents, or records that you sign using your Electronic Signature. You accept as reasonable and proper notice, for the purpose of any and all laws, rules, and regulations, *member communications* via Electronic Access and agree that such electronic form fully satisfies any requirement that such communications be provided to you in writing or in a form that you may keep. You may request a paper copy of any document sent to you electronically. You may request a copy by contacting any branch or the Call Center. Fees will be assessed for paper copies of transactions in accordance with our Schedule of Fees.

**1.4 RESTRICTION OR REVOCATION OF ELECTRONIC DELIVERY.** You acknowledge that Safe 1 reserves the right to restrict your use of or to terminate your Electronic Access at any time for any reason. You have the right to withdraw your consent to receive/obtain *member communications* via Electronic Access at any time. If you wish to withdraw your consent, you may do so via Electronic Access or via the Safe 1 Call Center at (661) 327-3818.

**1.5 VALID AND CURRENT E-MAIL ADDRESS, NOTIFICATION AND UPDATES.** Your e-mail address is required in order to obtain Electronic Services. Safe 1 may notify you through e-mail when a *member communication* is made available or updated. It is your responsibility, however, to use Electronic Access regularly to check for *member communications* or updates to Electronic Services. To ensure that you continue to receive any such e-mail notice(s) or any agreement pertaining to Electronic Services, you agree to keep Safe 1 informed of any changes in your e-mail address.

**1.6 DISCLAIMER / LIMITATIONS OF LIABILITY:** Safe 1 makes no representations, warranties or guarantees that this website or any *member communications* will be secure, accessible continuously, without interruption or error free. To the extent that you might otherwise believe that any warranties, guarantees, or representations have been made to you, you hereby agree that such statements, whether made orally or in writing, are to be construed and merely non-binding expressions of policy rather than affirmative representations, obligations, guarantees, or warranties. In no event shall Safe 1 be liable for any damages (including without limitation any direct, indirect, special, incidental, or consequential damages), losses or expenses that arise in connection with the use of Electronic Access and *member communications*. Safe 1 shall also not be liable for any damages, losses, or expenses that arise in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, or computer or system failure.