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## E-Sign Disclosure and Consent

This E-Sign Disclosure and Consent ("Disclosure") addresses the circumstances under which you consent to receive communications from us in 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 HFS Federal Credit Union. Please carefully read this Disclosure, and sign and click below to consent or decline to proceed with the E-Signature process. By consenting below, you agree that HFS Federal Credit Union may send all communications to you in electronic form instead of on paper, and that your electronic indication of agreement, consent or authentication is as valid and legally enforceable as if it was done in ink on paper.

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.

This notice contains important information that we are required by law to provide to you. You should print and keep a copy for your records. If you have any questions about receiving information in electronic form, please contact us by telephoning the Credit Union at (808) 930-1400 for the Island of Hawaii, or toll free at 1 (800) 216-2666 for Neighbor Islands and Continental USA from 8:30 am to 6:00 pm Hawaii Standard Time.

**1. DEFINITIONS AND WHAT THIS DISCLOSURE COVERS.** For purposes of this Disclosure, the words "you" and "your" mean the primary accountholder and all joint account holders. The words "we," "our," "us" and "Credit Union" mean HFS Federal Credit Union. "Accounts" 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;
- 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 Funds Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm-Leach-Bailey Act, or any other applicable federal or state laws and regulations;
- Service or end-user agreements for access to the Credit Union's Online Banking Services, including the Online Banking Agreement;

- All Communications related to any Credit Union product or service, except for those excluded by the terms of this Disclosure;
- All of the periodic account and activity statements, disclosures and notices we provide to you concerning your Credit Union Accounts;
- Any notice or disclosure regarding fees we may assess, including late fees, overdraft fees, and returned item fees;
- Notices of amendments to any of your agreements with us;
- Our privacy policy and other privacy statements or notices;
- Annual disclosures;
- Transaction receipts or confirmations;
- Federal and state tax statements;
- Loan documents and related matters; and
- Any other disclosures and notices that we are legally required to provide to you, or choose to provide to you at our discretion.

**2. CONSENT TO RECEIVE DISCLOSURES ELECTRONICALLY.** 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 the Credit Union in electronic form, and that we may discontinue sending paper Communications to you, until such time that you withdraw your consent in the method described below.

**3. YOUR CONTACT INFORMATION.** You agree to provide the Credit Union with and maintain a valid and active e-mail address. It is your responsibility to promptly notify the Credit Union of any change in your e-mail address. You can update your contact information through online banking, by U.S. mail to the address listed below, or by visiting any one of our branch locations.

**4. METHOD OF PROVIDING COMMUNICATIONS TO YOU IN ELECTRONIC FORM.** All communications that we provide to you in electronic form will be provided either: (a) via e-mail; (b) by access to a web site that we will designate in an e-mail notice we send to you; or (c) by requesting you download a PDF file containing the Communication. You should print a copy of each Communication, read it carefully, and retain it for reference. We reserve the right to send any Communication on paper by U.S. mail instead of electronically.

**5. YOUR RIGHT TO WITHDRAW CONSENT.** You have the right to withdraw your consent to receive Communications in electronic form by telephoning the Credit Union at (808) 930-1400 for the Island of Hawaii, or toll-free at 1 (800) 216-2666 for Neighbor Islands and the Continental USA from 8:30 am to 6:00 pm Hawaii Standard Time. You may also send your written notification to the Credit Union by U.S. mail to:

HFS Federal Credit Union  
632 Kinoole Street  
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You may also visit any one of our branch locations. 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. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications. However, your access and use of the Online Banking Service may be terminated. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal.

The Credit Union may terminate electronic Communications at any time by giving you advance notification. Whether terminated by you or the Credit Union, the termination will not affect your obligations under this Disclosure.

**6. REQUESTING PAPER COPIES.** You can obtain a paper copy of an electronic communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. A fee may be charged as disclosed in the Credit Union's Schedule of Fees and Charges. To request a paper copy, please submit your request via e-mail or notify us in writing at the address above.

**7. FEES AND CHARGES.** The Credit Union currently does not charge for receiving electronic Communications. However, the Credit Union reserves the right to impose fees or to subsequently change any fee structure after we notify you of the change.

**8. HARDWARE AND SOFTWARE REQUIREMENTS.** In order to access, view, and retain electronic Communications that we make available to you, you must have the following:

- A valid and active email account.
- A computer (or other device which is capable of accessing the Internet such as a tablet or smartphone) with the current Windows Operating System, Apple Mac Operating System or relevant mobile operating system (iOS or Android).
- The most current versions of one of these browsers: Internet Explorer, Mozilla Firefox, Apple Safari, or Google Chrome. You must have JavaScript and cookies enabled. Other internet browsers may be used but are not supported.
- The most current version of Adobe Acrobat Reader to access and view documents provided to you in PDF format. Other PDF readers may be used but are not supported.
- 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.

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 services, we will give you notice of the revised hardware or software requirements. Your continued use of our online services after we send you notice of the change constitutes your affirmative 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 services.

**9. TERMINATION OR AMENDMENTS.** We reserve the right, at 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.

**10. AGREEMENT.** By clicking on "I Agree" tab below, you affirmatively consent to receive, and acknowledge that you can receive, access and retain the Communications in electronic form. 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. 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.

**To complete your enrollment, you must click "I Agree".**

Click here:  **I Agree** to the terms and conditions of the E-Sign Disclosure and Consent.