



4451 Commercial Drive | New Hartford, NY 13413  
(315) 735-8571

## **First Source Federal Credit Union E-Signature Disclosure and Consent Agreement**

### **General Information**

The Electronic Signatures in Global and National Commerce Act (“E-Sign Act”) requires your approval before we can provide services to you electronically. Please read this E-Signature Disclosure and Consent Agreement (“Agreement”) carefully and keep a copy for your records.

The words “we”, “us” and “our” mean First Source Federal Credit Union and the words “you” and “your” mean you, the individual(s) or entity identified on the membership account(s). As used in this Agreement, “Account” means the account you have with us.

### **Applicability**

This Agreement applies to (1) your execution of documents via electronic signature and (2) receipt electronically of all applicable documents from us (disclosures, notices, statements, agreements, confirmations, terms and conditions, responses to claims, transaction history and other documents identified below and all changes to said documents), including but not limited to information that we are required by law to provide you in writing (individually, a “Document” and collectively, “Documents”).

**Legality.** All Documents received or signed electronically in accordance with this Agreement are considered to be legally binding and “in writing”. You should print or download for your records a copy of this Agreement or any other Document that is important to you.

**Scope of Documents to be Provided in Electronic Form.** When you accept a product or service from us, you agree that we may provide you, over the course of your relationship with us, with any Document in an electronic format, and that we may discontinue sending paper documentation to you, unless and until you withdraw your consent as described below. You consent and agree to receive the Documents, including, but not limited to:

- All legal and regulatory disclosures and documents associated with the product(s) and service(s) available for your Account
- Notices, letters or disclosures about the change in terms of your Account or associated payment feature, responses to claims, NSF and Overdraft Notices, Adverse Action Notices, year-end tax documentation, HELOC coupons
- Credit Union policies or changes in existing policies as necessary

**Method of Documents to be Provided in Electronic Form.** All Documents that we provide you in electronic form will be provided either (1) via an e-mail address you provide us, (2) by access to a website that we designate in an e-mail notice we send to you at the time the information is available, or (3) to the extent permissible by law, by access to a website that we

generally designate in advance of such purpose. You will receive important information electronically as required by the E-Sign Act.

You must have access to a printer or the ability to download information in order to keep copies of any Documents we provide to you.

**Minimum Hardware and Software Requirements.** You must have the following requirements in place in order to access, view and retain Documents that we will make available to you electronically:

- You must provide us and maintain an accurate email address.
- A personal computer or device which is capable of accessing the Internet. *Your access to this page verifies that your system/device meets this requirement.*
- In order to access, view and retain electronic communications that we make available to you, you must have access to certain minimum technology requirements. You can find those technology requirements at <https://helpx.adobe.com/sign/system-requirements.html>

**Withdrawal of Consent.** You have the right to withdraw your consent to receive Documents electronically, but doing so will not affect the legal effectiveness, validity or enforceability of electronic Documents that were made available to you prior to the implementation of your withdrawal. If you wish to discontinue receiving Documents electronically please call us at 315-735-8571 or 800-735-8571. Any withdrawal of your consent to receive electronic Documents will be effective only after we have had a reasonable period of time to process your withdrawal. Please note that in order to reinstate this Agreement you must re-consent again in accordance with the requirements outlined in this Agreement. If we determine that an electronic delivery of any Document was undeliverable, we may, at our discretion, choose to mail that disclosure to you using first class mail or another delivery method. We may, at our option, treat undeliverable Documents as withdrawal of your consent.

**Paper Copies.** If at any time you wish to receive a paper copy of any Document, please print the item in our online account access, or you may request a copy (at no charge) from one of our Member Service representatives by calling at 315-735-8571 or 800-735-8571 or by writing to First Source Federal Credit Union, Member Care Center, 4451 Commercial Drive, New Hartford, NY 13413.

**Contact Information.** It is your responsibility to provide us with a true, accurate and complete email address as well as other contact information related to this Agreement and your Account(s) and to update us promptly of any changes in this information. You can update your email address through our online banking at [www.fsource.org](http://www.fsource.org) .

**Federal Law.** You acknowledge and agree that your consent to delivery of any Document electronically is being provided in connection with a transaction affecting interstate commerce that is subject to the E-Sign Act and that you and we both intend that the E-Sign Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

**Termination/Changes.** We reserve the right, at our sole discretion, to discontinue or change the terms and/or provisions of this Agreement. We will provide you a notice of any such termination or change as required by law.

You further agree that your computer satisfies the hardware and software requirements specified above and that you have provided us with a current email address at which we may send to you electronic notices, documents, disclosures and agreements.

**Consent.** By accepting this agreement with each e-signing session sent in an email to your current email address on file with us, you hereby give your affirmative consent for First Source Federal Credit Union to provide electronic services, (e-signature and notices, documents, disclosures and agreements) as described herein. You further agree and consent that the use of an electronic signature on any Document shall constitute 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 validate your electronic signature, and the lack of such certification or third party verification will not in any way affect the enforceability of your signature or the resulting contract between you and us.

You also consent to receiving phone calls or texts from us on your cell phone.

