



## Esignature & Electronic Communications Agreement Disclosure

**INTRODUCTION:** This online banking E-Signature and Electronic Communication Agreement/Disclosure applies to any and all communication for those products, services and accounts offered or accessible through online banking (PHFCUOnline) that are not otherwise governed by the terms and conditions of an electronic disclosure and consent. By using this service, each of you, jointly and severally, agree to the terms and conditions in the agreement, and any amendments.

Please Note: Consenting to receive communications under this disclosure will not automatically enroll you in e-statements. (You must do that separately.)

**DEFINITIONS:** The words "we", "us," and Financial Institution refer to Pearl Hawaii Federal Credit Union, and the accounts with which you have your accounts. The words "you", "your", and "yours" mean you, the individual(s) or entity identified on the account(s), those who request and use, and any joint owners of the account(s) accessed under the agreement or any person authorized by you to use your services.

"Communication" means any member agreements or amendments thereto, monthly billing or account statements, tax statement, disclosures, notices, responses to claims, transaction history, privacy policies, notices and all other information related to the product(s), service(s), or account, including but not limited information we are required by law to provide to you in writing.

Scope of Communication to Be Provided in Electronic Form: You agree we may provide you with any communications we may choose to make available to you in electronic format, to the extent allowed by law, and we may discontinue sending paper communication to you, unless and until you withdraw your consent as described below. Your consent to receive electronic communications and transactions include, but is not limited to:

- All legal and regulatory disclosures and communications associated with the account or the product or service available through online banking for your account.
- Notices or disclosures about a change in the terms of your account or associated payment feature and responses to claims.
- Privacy policies and notices.
- Monthly account statements for your account(s) or other such communications that we may include from time to time as part of your enrollment in the e-statements program.

All communication we provide to you in electronic form will be either via e-mail or text, by access to a website we will designate in a notice we send to you at the time the information is available, to the extent permissible by law, by access to a website we will generally designate in advance for such purpose, and/or by requesting you to download a PDF file containing the communication.

The terms of the agreement are in addition to the terms of any deposit account agreement you have with us including the Fee Schedule, Funds Availability Disclosure, Home Banking Services, e-Statement Disclosure, Electronic Funds Transfer Disclosure, and any other change of terms notices. Not all communications may be available in electronic form. A valid e-mail address must be provided in order to receive documents electronically. You are responsible for keeping your email address updated. Any messages containing personal or confidential account information will be sent to the email address you provide. You may request a paper copy of any document sent to you electronically. You may request a copy by contacting Pearl Hawaii Federal Credit Union at 808.73.PHFCU (737.4328). Fees may apply for paper copies of transactions or statements of account in accordance with our fee schedule. See the Fee Schedule for details.

Electronic Signature: You agree and consent the use of a key pad, 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 no certification authority or other third party verification is necessary to the validity of 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 Pearl Hawaii Federal Credit Union.

### In addition:

- Any electronic document bearing a user's e-signature will be considered "in writing" and "wet-signed".
- Any user e-signed document shall be deemed to be an "original" document when printed and used in the normal course of business.
- Absent manifest error, the admissibility, validity, or use of any e-signed electronic document cannot be contested.

Equipment Requirements: You will need a personal computer, modem, a web browser and access to the Internet (World Wide Web). You are responsible for the installation, maintenance, and operation of your home computer, modem and software. We are not responsible for any errors or failures involving any telephone or Internet service, software installation, or malfunctions of any kind of or to your home computer or related equipment.

**Browsers and Other Requirements:** For a secure system we recommend using an Internet browser with at least an encryption level of 256-bit. At the current time these necessities are as follows:

- Sufficient free disk space on a hard drive to retain documents
- A device allowing connection to the Internet
- An Internet browser that can support the service. The device must use a supported version of one of the following browsers: Internet Explorer, FireFox, Google Chrome, or Safari.
- An established e-mail account and address and the ability to access attachments to e-mail.
- An up-to-date version of Adobe® Acrobat® Reader or an Adobe Acrobat Reader browser plug-in. If you do not have this software, you can download a free up-to-date version at [www.adobe.com](http://www.adobe.com)
- Modification of browser security for items such as "cookies" may be required.

In order to help protect your account information from unauthorized access, you should always logout of the system when each session is complete. Logging-out will help prevent unauthorized persons from using the service and viewing your account(s).

You should routinely scan your computer and any components using a reliable malware detection product. Undetected or unrepaired malware may corrupt and destroy programs, files, and even your hardware.

Additionally, you may unintentionally transmit the malware to other computers. You should also utilize a firewall, (hardware and/or software) especially if you have a broadband Internet connection such as DSL or cable modem. You should also periodically update computer operating systems and Internet browsers for critical security related patches. Pearl Hawaii Federal Credit Union will inform you of any change in hardware or software requirements that may affect your access to or use of this service.

**How to Withdraw Consent:** You may withdraw your consent to receive communications in electronic form by writing us at: Pearl Hawaii Federal Credit Union, ATTN: Marketing, 94-449 Ukee Street, Waipahu, Hawaii 96797.

At our option, we may terminate this agreement at any time without any prior notice, although we will notify you when we have terminated the agreement. Pearl Hawaii Federal Credit Union does not currently charge a fee for termination of this agreement. 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.

**Updating Your Records:** It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to the disclosure and your account(s), and to maintain and update any changes promptly, this information should it need to be changed. You can update information by writing us at: Pearl Hawaii Federal Credit Union, ATTN: Marketing, 94-449 Ukee Street, Waipahu, Hawaii 96797.

**Please Note:** Do not send personal information via e-mail, it is not a secure means to update your information. We are not responsible for any lost or un-received e-mails or documents. It is essential you update your e-mail as necessary in order to receive e-mail notices and documents from us. Each time an e-mail is returned to us as undeliverable, Pearl Hawaii Federal Credit Union reserves the right to discontinue your service. Pearl Hawaii Federal Credit Union will send notices and copies of your statements (paper) to the postal address we have on file for you along with a notice you must update your e-mail address. If you do not respond to such notice within the time specified, we reserve the right to terminate this agreement.

**Requesting Paper Copies:** We will not send paper copies of any communication which is available electronically from Pearl Hawaii Federal Credit Union, unless you request it, or we otherwise deem it appropriate to do so. You can obtain a paper copy of any electronic communication by printing it yourself or by requesting that we mail you a paper copy (this may entail account research fees), provided that such a request is made within a reasonable time after we first provided the electronic communication to you. You can update information by writing us at: Pearl Hawaii Federal Credit Union, 94-449 Ukee Street, Waipahu, Hawaii 96797 or emailing [myfamily@phfcu.com](mailto:myfamily@phfcu.com).

We may charge you a service charge, of which we will provide you with prior notice for the delivery of paper copies. All fees can also be found on our Fees Schedule at any time. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any communication that you have authorized us to provide electronically.

**Governance:** This agreement shall be governed by and interpreted under the laws of the state of Hawaii and applicable federal laws and regulations. **Termination/Changes:** We reserve the right, in our sole discretion, to discontinue the provision of this agreement, 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 a required by law.