

Consent for Use of Electronic Signatures and Electronic Disclosures Agreement

Effective Date: August 1, 2024

In an attempt to expedite the application process, First Technology Federal Credit Union (“First Tech”) requests applicants complete an online application and sign it electronically, thus replacing handwritten applications and wet signatures. We urge you to carefully read the terms and conditions of this Consent for Use of Electronic Signatures and Electronic Disclosures Agreement (“Agreement”). Please keep all records relating to this Agreement and print or make an electronic copy of any Communications.

Definitions.

- “We”, “us”, “our”, and “First Tech” refer to First Technology Federal Credit Union.
- “You” and “your” mean you, the individual(s) or entity applying for products, services, and accounts.
- “Communications” means any and all current and future required notices and/or disclosures, agreements, amendments, applications, periodic billing or account statements or similar records, receipts, tax forms or statements, responses to claims, transaction history, privacy policies, terms and conditions, and all other documents or information related to the products, services, and accounts provided by First Tech, including but not limited to information that we are required by law to provide to you in writing.
- “E-Signature” means an electronic symbol or process attached to, or logically associated with, a record and used by a person with the intent to sign the record, which symbol or process may include but not be limited to signing electronically, typing your name, selecting a checkbox, clicking a button, using our online banking services, or taking or engaging in another similar electronic action.

Electronic Signature Agreement.

You are signing this Agreement electronically. You agree your E-Signature, or action taken indicating agreement, is the legal equivalent of your manual/handwritten signature for the application(s), any actions taken through our online banking services related to an application, and this Agreement. By accepting this Agreement using any device, means, or action, you consent to the legally binding terms and conditions of any application(s), this Agreement, and any other Communications. You further agree that your E-Signature on any application(s), this Agreement, or any other Communications constitutes your acceptance of such application(s), this Agreement, and any other Communications and is as valid as if you signed such application(s), this Agreement, or any other Communications in writing and/or on paper. You also agree that no certification authority or other third party verification is necessary to validate your E-Signature, and that the lack of such certification or third party verification will not in any way affect the enforceability of your E-Signature or any resulting agreement between you and First Tech. You are also confirming that you are authorized to enter into this Agreement. You further agree that each use, agreement to, or acceptance of any document(s) equates to your E-Signature and constitutes your agreement to be bound by the terms and conditions of those disclosures, documents, and this Agreement as they exist on the date of your acceptance of the documents.

Consent to Electronic Delivery.

You specifically agree to receive, obtain, and/or submit any application(s), this Agreement, and any and all other Communications electronically. You are acknowledging that you are able to use and are able to retain any application(s), this Agreement, and any other Communications by printing and/or downloading and saving such application(s), this Agreement, any other Communications. You accept Communications provided via email or other electronic means as reasonable and

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proper notice for the purpose of fulfilling any and all rules and regulations, and agree that such Communications fully satisfy any requirement that communications be provided to you in writing or in a form that you may keep.

Sometimes the law, our agreements, and our services with you require you to submit notices and Communications in writing. You must still provide these notices and Communications to us on paper, unless we specifically tell you how you may deliver a notice and/or Communication electronically.

Method of Providing Communications to You in Electronic Form.

All Communications that we provide to you in electronic form will be provided either :

1. Via e-mail;
2. By access to a web site that we will designate in an e-mail notice we send to you at the time the information is available;
3. To the extent permissible by law, by access to a web site that we will generally designate in advance for such purpose;
4. By access to our mobile application available to you through your cellular smart phone; or
5. By requesting you download a PDF file containing the Communication.

Paper Version of Electronic Communications.

You acknowledge and agree that you may request a paper version of Communications or other documents by printing or saving a copy within the online service and by contacting First Tech at 855.855.8805.

Revocation of Electronic Delivery.

You have the right to withdraw your consent to receive Communications via electronic delivery at any time. You acknowledge that you are aware this action may delay the process of reviewing your application(s).

If you wish to withdraw your consent to receive Communications via electronic delivery, you may do so by contacting us at 855.855.8805. At our option, we may, but have no obligation to, treat your provision of an invalid email address or the subsequent malfunction of a previously valid address or cancellation of participation in our online service as a withdrawal of your consent to receive electronic Communications. Any withdrawal of your consent to receive Communications via electronic delivery will be effective only after we have a reasonable period of time to process your withdrawal.

How to Update Your Records.

It is your responsibility to provide us with true, accurate, and complete email address, contact, and other information related to this Agreement and your application(s), and to maintain and update promptly any changes in this information. You can update such information by contacting us at 855.855.8805.

Hardware and Software Requirements.

You are responsible for installation, maintenance, and operation of your computer, smart cellular device, browser, and software. First Tech is not responsible for errors or failures due to any malfunction of your computer, smart cellular device, browser, or software. First Tech is also not responsible for viruses affecting your computer or smart cellular device or related problems associated with use of an online system.

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You must have the necessary hardware, software, and operating systems to access and use the following:

- Software which permits you to receive, access, display, and either print or store documents in Portable Document Format (PDF), such as Adobe Reader.
- An email account with Internet service provider and e-mail software.
- Software which permits you to receive, access, display, and either print or store Communications received from us in electronic form commonly used on the internet, including but not limited to, HTML.

Your acceptance of this Agreement indicates that you have access to software compatible with accessing PDF documents, an email account capable of receiving Communications from First Tech, and the Internet.

You must also use one of the following web browsers that is capable of supporting 128-bit, SSL encrypted communications:

Desktop Browser Support

- Google Chrome – 2 most recent versions
- Microsoft Edge – 2 most recent versions
- Mozilla Firefox – 2 most recent versions
- Safari – 2 most recent versions

Mobile Browsers Support

- Chrome for Android – 2 most recent versions
- Mobile Safari for iOS Devices – 2 most recent versions

For additional information regarding our online service, please refer to the section titled “Desktop Browsers” and “Mobile Browsers Support” on the Browser Support policy page (<https://banking.firsttechfed.com/Authentication#/browser-support>).

Violations.

1. It is a violation of this Agreement for an individual to sign/e-sign a transaction on behalf of another individual, unless they have been granted specific, written and legal authority to do so by that individual or by a court of competent jurisdiction.
2. Failure by applicant(s) to report any suspected fraudulent activities related to E-Signatures immediately to First Tech is also a violation of this Agreement.
3. Applicants who falsify E-Signatures or otherwise violate this Agreement may face criminal prosecution under applicable Federal and State laws.

Communications in Writing.

All Communications in either electronic or paper format from us to you will be considered “in writing.” You should print or download for your records a copy of this Agreement and any other electronic Communication that is important to you.

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Federal Law.

You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the Federal Electronic Signatures in Global and National Commerce Act (“Act”), and that you and we both intend that the 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, in 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, including any applicable discount for receiving electronic Communications. We will provide you with notice of any such termination or change as required by law.

By Accepting This Agreement.

You acknowledge you understand and agree to each and all of the terms and conditions in this Agreement and that your E-Signature is legally binding. You further acknowledge and agree that your computer or smart cellular device satisfies the hardware and software requirements specified above and that you have provided us with a current e-mail address at which we may send electronic Communications to you.