

## **AGREEMENT TO RECEIVE ELECTRONIC DELIVERY OF ACCOUNT STATEMENTS**

Legacy Community Federal Credit Union is delighted that you are considering enrolling in eStatements. After you read the following information, you may consent to receive eStatements to replace all of your future paper account statements by clicking on the "I Agree" button below. You are also consenting that you are at least 13 years of age or older, in accordance with the COPPA Policy.

**What does eStatements include?** e-Statements include all activity for savings accounts, checking accounts, club accounts, certificates of deposit, IRA accounts and loans. If you select eStatements, you will also be consenting to electronic delivery, at the Credit Union's sole option, of all electronic records such as disclosures, agreements, contracts, receipts, notices, modifications, amendments, and all other evidence of Credit Union transactions with you or on your behalf.

**Requirement for Email Address:** You agree to provide the Credit Union with an email address for you to receive statement availability notifications and electronic records. You agree that if you change your email address, it is your responsibility to provide the Credit Union with a new email address for eStatements notifications. You may provide the Credit Union with your new email address by logging in to your account and clicking on the change e-mail link on the main page, by speaking with a Credit Union representative, or by a signed written request.

**Equipment and Software Requirements:** To receive eStatements or electronic records and to access our Home Banking service area, you need Internet access and a web browser, (such as Microsoft's Internet Explorer or Edge, Firefox, or Google Chrome). By selecting to receive eStatements, you represent that you have such equipment and software and that you can download, access, read, review, print and store the eStatements Legacy Community Federal Credit Union provides to you.

**Accessing eStatements:** eStatements may only be accessed after you log in to your account. eStatements for the prior calendar month (or quarter, if you receive only quarterly statements) will be available for viewing within five (5) business days of the last business day of the calendar month (or quarter). When eStatements are available for review you will be notified at the email address you have registered with Legacy Community Federal Credit Union. Any E-statement posted to Legacy Community Federal Credit Union's web site will be considered delivered on the day that it was first made available to you for viewing.

**Your Rights to Receive Paper Statements and to Withdraw Consent:** You have the right to receive paper copies of any electronic records, in whole or part. You have a right to receive past or current statements in paper form. You may withdraw your consent to receive eStatements and records electronically at any time. To withdraw your consent to receive eStatements and electronic records, or to request a paper copy of your statements, contact Legacy Community Federal Credit Union in person at any branch office; or call

(205) 930-5000 or write us at: Legacy Community Federal Credit Union, P.O. Box 55377, Birmingham, AL 35255. You may also disable eStatements at any time through Legacy Digital Banking. Any notice will not become effective until received by Legacy Community Federal Credit Union and Legacy Community Federal Credit Union has had sufficient time to act on it (up to two (2) business days). A fee to cancel this service or to request paper copies of statements or electronic records may be imposed as set forth in our Rate and Fee Schedule.

**Electronic Signature:** You consent and agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action while using any electronic service Legacy Community Federal Credit Union offers; or in accessing or making any transactions regarding any agreement, acknowledgment, consent, terms, disclosures or conditions constitutes 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 the validity of your electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and Legacy Community Federal Credit Union.

**Agreement:** You consent that Legacy Community Federal Credit Union may communicate with you electronically as necessary. You further consent that Legacy Community Federal Credit Union may provide to you electronically all periodic statements and electronic records. Legacy Community Federal Credit Union reserves the right to send any or all electronic records or statements to you in paper form to your current mailing address on file at Legacy Community Federal Credit Union.

Your selection to receive your statements electronically will become effective immediately following your response to the authentication email sent to the email address you have provided and means that you will no longer receive paper statements by U.S. Mail. By signing the Member Application, you acknowledge that you have read and agree to the terms in this "AGREEMENT TO RECEIVE ELECTRONIC DELIVERY OF ACCOUNT STATEMENTS". This Agreement, including the validity of any signatures or consents, any claims, or any disputes arising hereunder shall be construed in accordance with and governed by the laws of the State of Alabama.