

# ELECTRONIC COMMUNICATIONS DISCLOSURE

P.O. Box 2069 Vacaville, California 95696 (707) 449-4000 · (800) 877-8328

Please read this Electronic Communications Disclosure ("eCommunications Disclosure") thoroughly, as it contains important information about your legal rights. This eCommunications Disclosure covers all of your accounts, products, and services with Travis Credit Union ("TCU"), either currently or in the future, through Online Banking (whether accessed through a personal computer or mobile device, sometimes referred to as "Mobile Banking"), our website, or other electronic means. This includes, but is not limited to, the following account, product, and service types: share deposit accounts, credit card, loan, and other services. The words "I", "you" and "your" mean each account holder, product owner and/or service user identified on an account, product or service.

# **Your Legal Rights**

TCU is required to provide certain communication to you in writing, which means you have a right to receive that information on paper. We may provide such information to you electronically if we obtain your consent to receive the information electronically. Your consent will also apply to any other person named on your account, product or service, subject to applicable law. Since certain of our accounts, products or services are provided online and use electronic means to deliver some of this information, you must consent to this eCommunications Disclosure in order to use these services. At times, we may still send you paper communications, but as a basic proposition we need to know that you are willing to receive communications electronically that we may otherwise be required to provide on paper and that you have the hardware and software needed to access to this information.

#### Types of Electronic Communications You Will Receive

You understand and agree that we may provide to you in electronic format only, by posting the information in Online Banking where you access your accounts, through e-mail (if applicable and if you have provided a valid e-mail address), or other electronic means, agreements, disclosures, notices, and other information and communications regarding your accounts, services and products, the use of our website or our other electronic services, your relationship with us, and/or other programs, products or services that are or may be in the future made available to you (collectively, "Communications"). Such Communications may include, but are not limited to:

- This eCommunications Disclosure and any updates;
- The Online Banking Service Agreement, other service or user agreements for access to our website or other electronic services, all updates to these agreements and all disclosures, notices and other communications regarding transactions you make through website or our other electronic services;
- Disclosures, agreements, notices and other information related to the opening or initiation of an account, 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 Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm Leach Bliley Act, the Real Estate Settlement Procedures Act or other applicable federal or state laws and regulations;

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- Periodic, annual, monthly or other statements, disclosures and notices relating to the maintenance or
  operation of an account, product or service including, but not limited to account information, account
  activity, account inactivity, payments made or due, or other statements, disclosures or notices that may
  be required by applicable federal or state laws and regulations;
- Any notice or disclosure regarding an account, product or service fee, such as a late fee, an overdraft fee, an over limit fee, a fee for a draft, check or electronic debit returned for any reason, such as a fee as a result of a stop payment order;
- Any notice of the addition of new terms and conditions or the deletion or amendment of existing terms and conditions applicable to accounts, products or services you obtain from us;
- Our Privacy Policy and other privacy statements or notices (by posting such notices on our website);
- Certain tax statements or notices that we are legally required to provide to you, such as the annual IRS interest statements; and
- Certain information or forms that we request from you and ask you to submit electronically, such as signature cards, W-9s, or other agreements.

Account statements will be available to you for one year through Online Banking.

#### **Setting Your Electronic Communications Preferences**

After you consent to this eCommunications Disclosure, you will still be able to set your preferences to receive certain categories of Communications in electronic format. Setting your Communications preferences may not be available for all products, accounts or services. For more information on the availability of your electronic communications preference management options, please refer to the appropriate electronic communications preference page within Online Banking.

# Types of Communications You Will Receive in Paper

This eCommunications Disclosure does not apply to any communications that we determine, in our sole discretion, that we are required to deliver in paper form under applicable law or that you should receive in paper rather than electronic form. Such communications shall be mailed to the primary address we show for you in our records or otherwise delivered as required by law or the governing agreement.

#### **Hardware and Software Requirements**

While you may be able to access and retain the Communications using other hardware and software, we currently support the following minimum requirements:

#### For Online Banking through a personal computer:

An operating system, such as:

- Windows or
- Macintosh OS 15 or higher

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- Access to the Internet and a compatible Internet browser which supports HTML SSL encryption and Javascript, such as:
  - For PC using Windows
    - Microsoft Edge last two versions
    - Firefox last two versions
    - Chrome last two versions
  - For Macintosh using 15 or higher
    - Safari last two versions
    - Firefox last two versions
    - Chrome last two versions

#### For Online Banking through a mobile device ("Mobile Banking"):

- A mobile device with a compatible operating system, such as:
  - iOS 16 or higher
  - Android OS 12 and higher for mobile handsets
  - Android 12 and higher for tablets

#### and either:

- Access to the Internet using the default browsers included by your mobile device manufacturer; or
- The latest Travis Credit Union Mobile Banking App compatible with your device platform

Note: "Mobile Banking" refers to tablets, smartphones and cell phones that access Online Banking through Travis Credit Union's Mobile Banking Apps or through www.tcu.mobi

Most Communications provided within our website are provided either in HTML and/or PDF format. For Communications provided in PDF format, Adobe Reader 6.0 or later versions is required. A free copy of Adobe Reader may be obtained from the Adobe website at www.adobe.com.

In certain circumstances, some Communications may be provided by e-mail. You are responsible for providing us with a valid e-mail address to accept delivery of Communications. At our option, we may also post the emailed Communications within our website. In this situation, you agree that once we email the Communications to you and post them within our website, that we have delivered the Communications to you in a form that you can retain.

To print or download Communications you must have a printer connected to your device or sufficient hard-drive or other storage space to store the Communications.

### How to Withdraw Your Consent to this eCommunications Disclosure

Subject to applicable law, you may withdraw your consent to this eCommunications Disclosure by calling the appropriate member service phone numbers. For Online Banking the member service phone numbers are available through the Contact Us page. You will not be charged a fee for withdrawal of your consent. Your consent shall remain in force until withdrawn in the manner provided in this section.

#### **Obtaining Copies of Electronic Communications**

You may print or make a copy of Communications by using the "Print" button (or otherwise using your printing functionality) or saving a copy. Do this when you first review the Communications because after submission we do not necessarily keep them all in a place that you can access. Upon request, we will provide you with a paper copy of any Communications provided electronically by us to you pursuant to this eCommunications Disclosure, provided we receive your request within 12 months after the date the Communication was first made available to you electronically. You may request a paper copy of these Communications by calling us at the appropriate member service phone number for your account, product or service. We may charge fees for paper copies of the Communications.

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# **Updating Your Contact Information**

In the event that your e-mail address or other contact information is changed, you must notify us of such changes immediately through one of the following methods:

- For Online Banking, access the Account Profile page within Online Banking and click the appropriate links on the User Profile tab to update your contact information. Note: The Account Profile page is not available if you are accessing Online Banking through a mobile-optimized experience (e.g., Mobile Banking App or www.tcu.mobi). You will need to log in to Online Banking using a desktop browser to access this page.
- Call the appropriate member service phone number and communicate the contact information changes.

If you fail to update or change an incorrect or invalid e-mail address or other contact information, you understand and agree that any Communications shall nevertheless be deemed to have been provided to you if they were made available to you in electronic form on our website, e-mailed to the e-mail address we have for you in our records, or delivered through other electronic means.

# Acknowledging Your Access and Consent to Receive Materials Electronically

You confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you. You also confirm that you were able to read this electronic disclosure and that you were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above.

I confirm that:

- I can access and read this Electronic Communications Disclosure; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- I consent to receive documents electronically through my DocuSign account. These documents may include notices, disclosures, authorizations, or acknowledgements that are required to be provided or made available to me by Travis Credit Union.

# **Retain Copies for Your Records**

We recommend that you print or download a copy of this eCommunications Disclosure, the applicable service agreement and all other Communications to retain for your permanent records.

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