

E-Sign Disclosure and Consent

This Energy@Home E-Sign Disclosure and Consent (“Disclosure”) applies to all Communications for those products, services and accounts offered or accessible through Energy Credit Union’s online banking services that are not otherwise governed by the terms and conditions of an electronic disclosure and consent.

The words “we,” “us,” and “our” refer to Energy Credit Union (“ECU”), with whom you have your Account(s), and the words “you” and “your” mean you, the individual(s) or entity identified on the Account(s). As used in the Disclosure, “Account” means the account you have with us. “Communication” means any member agreements or amendments thereto, monthly billing or account statements, tax statements, disclosures, notices, responses to claims, transaction history, privacy policies and all other information related to the product, service or Account, including but not limited to information that we are required by law to provide to you in writing.

Scope of Communications to Be Provided in Electronic Form

You agree that we may provide you with any Communications that we may choose to make available in electronic format, to the extent allowed by law, and that 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 includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with the Account or the product or service available through Energy@Home for your Account. As an example, ECU may choose to send by e-mail legally required notification of changes to terms and conditions related to Energy@Home.
- 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 (or other periodic) billing or account statements for your Account(s) or such other Communications that we may include from time to time as part of the enrollment in the E-Statements program (“E-Statements”).

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, or (4) by requesting you download a PDF file containing the Communication.

How to Withdraw Consent

You may withdraw your consent to receive Communications in electronic form, if it is not required per your account type, by calling us at either 866-305-3619 (toll-free) or 617-325-1999, or by visiting an ECU branch location. At our option, we may treat your provision of an invalid e-mail address, or the subsequent malfunction of a previously valid e-mail address, as a withdrawal of your consent to receive electronic Communications. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications; however, your access and use of Energy@Home may be terminated. 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.

How to Update 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 promptly any changes in this information. You can update information (such as your e-mail address) through Energy@Home, by calling us at either 866-305-3619 (toll-free) or 617-325-1999, or by visiting an ECU branch location.

Hardware and Software Requirements

In order to access, view, and retain electronic Communications that we make available to you, you must have:

- Sufficient electronic storage capacity on your computer’s hard drive or other data storage unit;
- An e-mail account with an Internet service provider and e-mail software in order to participate in our electronic Communications programs;
 - A personal computer or tablet, currently supported operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing Communications received from us in electronic form via a plain text-formatted e-mail or by access to our web site using a currently supported web browser; and
 - A currently supported version of Adobe Reader.

Requesting Paper Copies

We will not send you a paper copy of any Communication which is available electronically from ECU, unless you request it, or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, call us at either 866-305-3619 (toll-free) or 617-325-1999, or by visiting an ECU branch location. We may charge you a reasonable service charge, of which we have provided you prior notice, for the delivery of paper copies of any Communication provided to you electronically pursuant to

this authorization. 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.

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 a copy of this Disclosure for your records and any other Communication that is important to you.

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 (the “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. We will provide you with notice of any such termination or change as required by law.



www.energycreditunion.org

