



## **E-Sign Disclosure and Consent**

The terms “We”, “Us”, “Our” and “Credit Union” refer to Rocky Mountain Credit Union, and “You”, “Your”, and “Yourself” refer to each person applying for electronic delivery.

This Electronic Signature Act (“E-Sign Act”) Disclosure applies to all electronic communications between You and Us. When you consent to this disclosure, you agree to the following terms and conditions.

### **Documents Sent Electronically**

We will provide You the following documents (“Documents”) in an electronic format and discontinue sending them to You in paper form. At any time, You may opt to receive these documents in paper form. The Documents that will be sent electronically include, but are not limited to, the following:

- Account Statements (You must sign up for Online Banking and/or eStatements)
- Adverse Action
- Electronic Funds Transfer
- Fee Schedule
- Funds Availability Notice
- Membership Account Agreement
- Privacy Notice
- Truth in Savings
- Other communication for important Notices and/or Product and Service announcements from Us

### **Authorization**

You must use Our Online Application Center to receive the Documents electronically. You must also provide and maintain a valid email address at all times and You must contact Us when You are changing valid email addresses. Invalid email addresses may be grounds for revoking electronic delivery of the Documents.

### **Electronic Notification**

When We deliver the Documents electronically, We will notify You with the email address We have on file. The notice will only inform You of it Availability. Please go to [www.rmcu.net](http://www.rmcu.net), “Who is Rocky Mountain”, “Agreements/Disclosures” to access the Documents.

You may update Your email address safely and securely by logging into Online Banking, Options, Settings, Set Email Address.

We will never use email to ask You to provide or verify Your personal or account information. Any email purportedly from Us that requests Your information or instructs You to click a link or open an attachment may be fraudulent. Please forward suspicious or fraudulent email to Rocky Mountain Credit Union, 3400 N. Montana Ave., Helena, MT 59602.

### **Consent Withdrawal**

At any time, You may withdraw Your consent to the electronic delivery of Your Documents. Please contact Us at (406) 449-2680 in Helena or (406) 586-1505 in Bozeman or email [online-app@rmcu.net](mailto:online-app@rmcu.net) and ask for paper Documents.

At Our discretion, We may consider an invalid email address, even if valid before, as a withdrawal of consent.

We will not charge a fee to process Your withdrawal of consent, but We may take a reasonable amount of time to process Your request.

**Updated Records**

You are responsible for providing, maintaining and updating your contact and other information pertaining to this Disclosure current with Us. You may contact Us to update this information.

**Hardware and Software Requirements**

You will access the Documents via a WEB PAGE or link in Our Online Account Opening Center. Therefore, electronic access to the Documents is the same as those for Online Banking.

To view printer friendly versions of the Documents, You will need the most up-to-date version of Adobe Reader, which can be found at <http://get.adobe.com/reader/>. Furthermore, You will need sufficient file space on Your computer to save the Documents for Your records, unless You print them. Documents will be stored online for the stated length of time.

If these requirements substantially change, we will provide you with an updated Disclosure. You must consent to the new Disclosure to retain electronic delivery of the Documents.

**Paper Copies**

We are not obligated to provide You a paper copy of the Documents authorized to be sent electronically. However, We reserve the right to send You paper copies at Our discretion.

If You would like paper copies without revoking Your authorization to electronic delivery, You may either print the Documents Yourself, or You may request them directly from Us. We may charge a fee for this request.

**Communication in Writing**

In accordance with the E-Sign Act, electronic communication of the Documents will be considered “in writing” for the purposes of other federal and state laws.

**E-Sign Act**

Your consent to electronic delivery of the Documents falls under the jurisdiction of the E-Sign Act and that We and You intend to comply to the fullest extent possible.

**Termination**

At Our discretion and if deemed necessary or appropriate, We may terminate Your consent for electronic delivery of the Documents, and We will provide You a notice of termination.