

# ONLINE APPLICATION CENTER

## Electronic Communications Disclosure and Agreement



Please review this document carefully and print a copy for your reference; current versions of this disclosure are always available on the Terms and Conditions page of our website, available here: <https://www.andrewsfcu.org/Learn/Resources/Disclosures>.

The Electronic Communications Disclosure and Agreement (the “Agreement”), applies to all communications related to those products and services offered through our Online Application Center (“the Service”). Andrews Federal’s Online Application Center allows you to confidentially apply for membership accounts, additional share accounts, and loans online from the privacy of your home or office; by establishing a Username and Password for the Online Application Center, you will have the ability to review your pending applications, check your application status, start new applications, upload documents to your existing applications, and send secure messages to New Account and Lending staff. (NOTE: Your Online Application Center Username and Password are separate from any logins you may have previously established for Online Banking.)

As used in this Agreement, the words “we,” “us,” “our,” and “Credit Union” refer to Andrews Federal Credit Union; the words “you” and “your” mean the individual(s) who have established a Username and Password within our Service for the purpose of submitting an account or loan application. “Communication” means any emails, secure messages, disclosures, notices, privacy notices, and all other information related to all product(s) and service(s) sent between you and us through the Service, including but not limited to information that we are required by law to provide to you in writing.

If you do not wish to receive Communications electronically from us in conjunction with this Service, you may make your request or application by telephone, or in person at any Andrews Federal office.

### **Scope of Communications to Be Provided in Electronic Form**

By accepting this Agreement, 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 Communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic Communications and engage in electronic applications through the Service includes, but is not limited to:

- All legal and regulatory disclosures and Communications associated with the account or the products or services available through the Service for your account. As an example, the Credit Union may choose to send by email legally required notification of changes to terms and conditions related to the Service.
- Notices or disclosures about a change in the terms of your account or associated payment feature and responses to claims.
- Privacy policies and notices.
- Other Communications that we may include from time to time as part of our Service

### **Method of Providing Communications to You in Electronic Form**

All Communications that we provide to you in electronic form will be provided via email or by access to a website that we will designate in an email notice we send to you at the time the information is available.

### **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 Agreement and any other Communication that is important to you for your records.

### **Your Consent and Demonstrating Your Accessibility to Electronic Communications**

By acknowledging receipt and confirming consent with this Agreement (by completing the necessary checkbox) and continuing to submit your account or loan application, you provide evidence of your intent to be bound by all the terms contained herein, and consent to the delivery of Electronic Communications via the internet to an email address you designate to receive such Electronic Communications. You also confirm that you meet the Hardware and Software Requirements as listed below and are able to access and retain Communications from us. Your consent to Communications applies to all Communications that we provide to you in connection with your Service activity or requests, loan applications, account applications and products and services which you have in the past, now or in the future, may have with the Credit Union.

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### 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 email account with an Internet service provider and email software in order to participate in our electronic Communications programs.
- Adobe Acrobat Reader, with the ability to access, open and read Communications presented in the Portable Document Format (PDF)
- A personal computer, 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 email or by access to Andrews Federal Online Application Center using one of the browsers specified below.
- Adobe® Acrobat® Reader 7.0 or newer version.

Either the current or prior major release of Internet Explorer, Firefox, Safari (for Mac users only), and Google Chrome. When a new version is announced as Release to Web (RTW) for any of these browsers, support will cease on the third oldest major version of that browser. Please note that utilizing older browsers may result in disabled functionality or limited access to services. The supported browsers are for use with the traditional online banking interface and devices (i.e., a desktop or laptop personal computer) and do not apply to use with mobile devices (phones or tablets). If you are using a phone or tablet to access online banking outside of an application ("app"), functionality and appearance may vary from the traditional interface.

### How to Withdraw Consent

At any time you may withdraw your consent to receive Communications in electronic form by contacting us in any of the following ways:

- If you are an Andrews Federal Online Banking member, by sending us an online secured Message through the Credit Union's web site at [www.andrewsfcu.org](http://www.andrewsfcu.org); or
- By telephone at 800.487.5500 (U.S.) or 0800.487.56267 (Outside U.S.); or
- In writing by U.S. Mail addressed to: Andrews Federal, Attention: Support Services, P.O. Box 4000, Clinton, Maryland 20735.

Your withdrawal of consent to receive Communications electronically will only apply to your access and use of the Online Application Center Service; it will not impact any previously given consent to receiving eStatements and/or eDocuments, which is governed by a separate Agreement, "Electronic Documents and Communication Agreement and Disclosure." Refer to that disclosure, available on our website, for details on how to un-enroll from receiving eDocuments.

At our option, we may treat your provision of an invalid email address, or the subsequent malfunction of a previously valid email address, as a withdrawal of your consent to receive electronic Communications. Any withdrawal of your consent to receive electronic Communications will be effective only after we have had a reasonable period of time to process your withdrawal.

### Updating Your Records

It is your responsibility to provide us with true, accurate and complete email address, contact, and other information related to the Agreement, your accounts, or in any other information needed to contact you electronically, and to maintain and update promptly any changes in this information. For purposes of using the Service, you will need to update your information by logging into the Online Application Center to revise your application profile.

### 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.