

Terms and Conditions for Electronic Delivery

You are at least 18 years of age. You understand that these Terms and Conditions for Electronic Delivery ("Consent") apply to all Communications for those products, services and Accounts with or related to your membership in Technology Credit Union and its affiliates (collectively, the "Credit Union"), accessible, either currently or in the future, through online banking (whether accessed through a personal computer or mobile device), our websites, message boards, networks or other electronic means. This includes, but is not limited to, the following Account, product, and service types: deposit accounts, credit card, debit card, loan and other products and services that we offer now or in the future.

The words "we," "us," and "our" refer to the Credit Union and the words "you" and "your" mean you, the individual(s) or entity (and all Account owners) identified on the Account(s). As used in this Consent, "Account" means the account(s) you have with us now or in the future, including ones which you open through online banking and including, but not limited to, deposit, credit card and loan accounts. "Communications" includes, but is not limited to, any customer agreements or amendments thereto, any notices or consents about a change in the terms of an account, monthly billing or account statements, all legal and regulatory consents and communications associated with the account, all other account notices, tax statements (See "Tax Documents" below), consents, other notices, responses to claims, transaction history, interest rate adjustments, newsletters, privacy policies, communications and notices sent to members related to annual meetings, special meetings, proxies, annual reports and any other matters, and all other information and requests related to the product, service or Account or your membership in the Credit Union, including information and notices that we are required or permitted by law to provide to you in writing under or pursuant to the California Corporations Code ("Code"). "Electronic transmission by us" or "electronic transmission from us" means a Communication that we deliver to your facsimile number or electronic mail address ("email") on record with us in your capacity as a member of this Credit Union by facsimile telecommunication, email or other means of electronic communication including, but not limited to, electronic alerts to mobile or other electronic messaging devices, or posting on a website, an electronic message board or network which we have designated for those Communications.

1. Your Legal Rights. Certain laws and regulations require us to provide specific information to you in writing, which means you have a right to receive that information on paper. To receive Communications electronically rather than on paper sent through the U.S. mail, review this Electronic Delivery Agreement, and click the I Agree button at the bottom of the page. If you click the I Agree button, you agree that we may provide you with any Communications in electronic format, and that we may discontinue sending paper Communications to you, unless and until you withdraw your Consent as described below. 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 Electronic Delivery Agreement to use these services. Additionally, this Consent is your authorization to receive electronic transmission from us in your capacity as a member of the Credit Union. Your Consent will also apply to any other person named on your Account, product or service and will apply to any trust, custodian or guardian account for which you are trustee, custodian or guardian, subject to applicable law. Your Consent shall remain in force until withdrawn in the manner provided in Section 4, unless we have revoked your Consent



as a result of non-delivery of email to your address of record on the basis provided elsewhere in this Terms and Conditions for Electronic Delivery.

Account statements, confirmations and tax documents, will be available through TechCU.com for at least seven years. The length of availability may be subject to change in the future. Please contact us to report any problem with electronic delivery of any document type, to receive information on how to request a paper copy of any electronic document, or if you have any questions about our electronic delivery program.

If you elect not to receive electronic delivery of Communications from us, you will continue to receive Communications via U.S. Mail. If you have previously elected to receive electronic delivery of certain Communications such as those related to your Accounts, your previous consent(s) will remain effective unless you withdraw consent in the manner provided below under "How to Withdraw Consent." Electronic transmissions by us under or pursuant to the Code will not be effective if we are unable to deliver two (2) consecutive notices to you in your capacity as a member; or the inability to deliver such notices to you as a member becomes known to the Secretary of the Credit Union or other person responsible for the giving notices.

2. **Tax Documents.** A tax document provides important information you need to complete your tax returns. Much of the information we provide in tax documents is also reported to the IRS, so it is important that you know what information we have sent to the IRS. Occasionally, we are required to send you CORRECTED tax documents. Additionally, we may include inserts with your tax documents. When you consent to electronic delivery of your tax documents, you will also be consenting to electronic delivery of these corrected tax documents and inserts.

When your tax documents are ready, we will send an email notification with the subject line 'IMPORTANT TAX RETURN DOCUMENT AVAILABLE' where, after you log in, you will find your tax documents.

The IRS requires that you must consent in the affirmative and that you can withdraw your consent before the tax document is furnished. Your consent must be made electronically in a way that shows you can access the tax document from us.

Prior to furnishing the tax documents electronically, we must provide you with the following information as mandated by the IRS:

- If you do not consent to receive the tax document electronically, a paper copy will be provided.
- Your consent continues for every tax year until you withdraw your consent.
- To obtain a paper copy of your tax documents, you can print one by visiting techcu.com, or you can contact us at the telephone number below and request a paper copy.
- To withdraw consent, follow the instructions in "How to Withdraw Consent" below. Once we have received and processed your withdrawal of consent, we will confirm in writing, via US mail, that your request has been completed.
- We may terminate your request for electronic delivery of tax documents without your withdrawal of consent in writing in the following instances:



- o You don't have a password for your login.
- The Account is closed.
- You were removed from the Account.
- Your role or authority on the Account changed in a manner that no longer allows you to consent to electronic delivery for this document.
- We received three (3) consecutive email notifications that indicate your email address is no longer valid.
- We cancel the electronic delivery program.
- If we are unable to complete electronic delivery of tax documents, we will send you a letter via US mail within 2 business days to inform you that we no longer have a valid email address. This process persists each time we attempt to send you the tax document notification up to three (3) consecutive attempts as noted above or until you withdraw your consent for electronic delivery.
- To access and print your tax documents, you must have:
 - o A techcu.com logon and password.
 - o A valid email account and software to access it.
 - An up-to-date Internet browser that is JavaScript enabled with 128bit SSL encryption and Internet access.
 - o Adobe Acrobat Reader® or other software to open documents with a device that can print, or, local electronic storage capacity to retain our Communications.
 - o An up-to-date device or devices (e.g. computer, smartphone, tablet, etc.) suitable for connecting to the Internet.
- On or before the required IRS designated due date for your tax document, you will receive an electronic notification via email when your tax documents are ready for access on techcu.com.
- If we cancel your participation in the electronic delivery program, we will mail paper copies of your tax documents to you.
- 3. **Method of Providing Communications to You in Electronic Form.** Communications may be provided in HyperText Markup Language (HTML), Portable Document Format (PDF) or other compatible formats. All Communications that we provide to you in electronic form will be provided by one or more of the following methods: (1) via email or alerts to your mobile device, pager or other messaging device; (2) through access to a website, electronic message board, link or other network that we will designate in an email notice (or alert to your mobile device or other messaging device) we send to you at the time the information is available; (3) to the extent permissible by law, by access to a website, message board or other network that we will generally designate in advance for such purpose; or (4) by requesting you download the PDF or HTML file containing the Communication.

In connection with all postings by us of Communications on a website, electronic message board or other network that we are required or permitted to post under or pursuant to the Code, we will



send you a separate notice via email or other electronic means (including but not limited to alerts to mobile devices) informing you that we have posted information, notices or other information on a website, electronic message board or other network. Any such posting shall be deemed to have been validly delivered upon the later of the posting or delivery of the separate notice. You acknowledge and agree that we are permitted to and will create a record that is capable of retention, retrieval and review and that may thereafter be rendered into clearly legible tangible form in connection with the use of those means of transmission for all Communications under or pursuant to the Code in addition to satisfying the requirements applicable to consumer consent to electronic records as set forth in the Electronic Signatures in Global and National Commerce Act, as amended.

- 4. **How to Withdraw Consent.** You may verify, change or withdraw your Consent to receive Communications in electronic form by:
 - Mailing us at: Tech CU, PO Box 1409, San Jose, CA 95109-1409
 - Contacting Tech CU Customer Service at 800-553-0880, or
 - Visiting techcu.com and sending a secure email

You will be notified electronically or by mail with a confirmation of changes to your electronic delivery consent elections. Subject to the account agreements, Withdrawal of Consent for paperless Account statements may result in a fee or change in fee. We will not impose any fee to process the withdrawal of your Consent to receive electronic Communications; however your access and use of online banking may be terminated. Any withdrawal of your Consent to receive electronic Communications or electronic transmissions by us will be effective only after we have a reasonable period of time to process your withdrawal.

- 5. How to Update Your Records. It is your responsibility to provide us with true, accurate and complete email address, contact, and other information related to this Consent and your Account, and to maintain and update promptly any changes in this information. If you fail to update or change an incorrect or invalid email address or other contact information, you understand and agree that any Communications including electronic transmissions by us shall nevertheless be deemed to have been provided to you if they were made available to you in electronic form on our websites, emailed to the email address we have for you in our records, or delivered through other electronic means, provided that any failure of delivery to your address of record has not occurred two (2) consecutive times (or three (3) consecutive times for Tax Documents).
- 6. **Requesting Paper Copies.** You should not expect to receive a paper copy of any electronic Communication, 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, contact us by mail or telephone at the number above. We may charge you a reasonable service charge, of which we've 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.

- 7. **Communications in Writing.** All Communications in either electronic or paper format from us to you will be considered "in writing."
- 8. **Termination/Changes.** We reserve the right, in our sole discretion, to discontinue providing electronic any or all Communications to you 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.

9. Email Address of Record for Accounts with Joint and/or Multiple Holders.

Only one Account holder's authorization is required to elect to receive electronic Communications and other electronic transmissions from us. In connection with any joint account or account with multiple holders or owners, or any account held or owned by a trustee, by accepting the terms and conditions herein you are representing to us that you have the power and authority to receive all such Communications and electronic transmissions from us without the consent or approval of any other joint or multiple Account holders.

The email address of record must be the email address of an account owner who has authority to make transactions and act on behalf of the Account.

- 10. **Householding of Member Documents.** You may Consent to have only one copy of our Annual Report, Notice of Meetings and other electronic Communications delivered to you and any other members sharing your address. Such documents, if related to multiple eligible Accounts or memberships, will be householded indefinitely; however, you may revoke this consent at any time by contacting us at the number above and you will begin receiving multiple copies within 30 days
- 11. **Acceptance and Consent.** I have read, understand and agree to be bound by the terms and conditions described above and consent to receive electronic documents according to the process described above. I understand that I may incur costs, including but not limited to, online time and other charges from my internet service provider, in accessing, printing and/or viewing such information and document(s).

I understand and agree that: (i) certain Communications will continue to be delivered to me via U.S. Mail; (ii) my consent to view or receive Communications electronically does not automatically expire and is not limited as to duration; (iii) the Credit Union and/or its agents may revoke my participation in this electronic Communications program at any time in their discretion; and (iv) neither the Credit Union, nor its agents, will be liable for any loss, liability, cost, expense, or claim for acting upon this authorization or arising from my use of the products or services provided pursuant to this Consent.



To consent to the terms of the electronic delivery as described above, including Tax Documents, fill out the information below and sign. Then return to Technology Credit Union, P.O. Box 1409 San Jose, CA 95109-1409 or call 800.553.0880.	
Member Account Number	
Signature	Date