

First South Financial Credit Union  
Online Banking E-Sign Disclosure and Consent

Effective 4/1/2011

This Online Banking E-Sign Disclosure and Consent (Disclosure) applies to all Communications for those products, services and Accounts offered or accessible through Online Banking that are not otherwise governed by the terms and conditions of an electronic disclosure and consent.

**Please Note:** Consenting to receive Communications under this Disclosure will not automatically enroll you in e-Statements or Online Banking. Your acceptance of this form is your agreement to be bound by the terms stated in this agreement.

The words "we," "us," and "our" refer to the entity with which you have your Account, 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.

### 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 Online Banking for your Account. As an example, First South Financial Credit Union may choose to send by e-mail legally required notification of changes to terms and conditions related to Online Banking.
- 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").
- The member who receives the email notifications the agent for the account and must notify all joint owners that the document(s) are available. The member must notify us within 30-days after receiving the email notification if there are any discrepancies. Failure to notify us will result in you having no claim against us. However, if the discrepancy is the result of an Electronic Funds Transfer, the provisions of our Electronic Funds Transfer Agreement will control the resolution.
- Your consent to receive electronic communications does not automatically enroll you in e-Statements. You must complete a separate enrollment to stop receiving by U S. Mail paper account statements (and any other types of Communications we may include in e-Statements).

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 by calling us at 800-872-3728 (toll free) or 901-380-7400, by visiting any of our branch locations or by sending your withdraw for consent to First South Financial Credit Union, 6445 Stage Road, Bartlett, TN, 38134. 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. 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 by calling us at 800-872-3728 (toll free) or 901-380-7400, by visiting any of our branch locations.

**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
- Internet Explore 9.0 or higher (or compatible browser)
- Windows 7 or better (or equivalent operating system)
- Adobe Reader version 8.0 or higher

**Requesting Paper Copies**

We will not send you a paper copy of any Communication which is available electronically from First South Financial Credit Union, 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 800-872-3728 (toll free), visit any our branch locations, or by sending your request to First South Financial Credit Union, 6445 Stage Road, Bartlett, TN 38134. You may be charged a fee to provide an additional copy in paper form.

**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 for your records a copy of this Disclosure 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, 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.