

## ELECTRONIC SIGNATURE AGREEMENT

**1. Agreement** If you contract with us electronically or otherwise request documentation or disclosures electronically, you specifically consent and agree that we may provide all disclosures, agreements, contracts, periodic statement, receipts, notices, modifications, amendments, and all other evidence of our transactions with you or on your behalf electronically (hereinafter all such documentation is referred to as "electronic record(s)"). You have a right to receive a paper copy of any of these electronic records if applicable law specifically requires us to provide such documentation. Also, you may withdraw your consent and revoke your agreement to receive records electronically. To request a paper copy or to withdraw your consent and agreement to receive electronic records call, write, or visit a local Founders office as set forth in this Agreement. Withdrawal of your consent will terminate your enrollment in all Founders electronic services including Founders Online, Founders Mobile Banking, eLending, eMortgage, secure forms, Founders Bill Pay, Founders Credit Cards Online Services, eStatements and Call 24.

When you use our services or you permit any other person to access your account using our services, you agree to the terms and conditions we have set forth in this Electronic Signature Agreement and any instructional material which we provide you regarding the services. Your use of the services may be made by use of certain numbers, codes, marks, signs, public keys or other means of establishing your identity and acceptance of the electronic communications which are acceptable to us.

All electronic communications that meet these requirements will be deemed to be valid and authentic, and you intend and agree that those electronic communications will be given the same legal affect as written and signed paper communications. You agree that electronic copies of communications are valid, and you will not contest the validity of the original or copies, absent proof of altered data, or tampering.

**2. Equipment and Software Requirements** To use Founders Online services, you must use a personal computer or other device with the capacity to interface by modem or other device to an Internet Service Provider using current high security encryption methods. Once a live connection to the Internet is established you may access Founders Online services from our web site at [foundersfcu.com](http://foundersfcu.com).

These are the present minimum requirements that are required to access and use the system, which may change without notice. We make no warranty or representation regarding the access speed that you will have now or in the future, as such is beyond the control of the Credit Union (depending largely on your computer system and method of access -- e.g., dial up connection vs. DSL or other connection). Also, these minimum requirements are likely to change as technology, software, and other matters continue to evolve.

You are responsible for the set-up, maintenance, and security of your personal computer and modem. Ask your personal computer retailer, service technician, and or your Internet Service Provider (ISP) to make certain your personal computer hardware, software, modem, phone connection, and internet service subscription will allow you to connect to Founders Online.

The Credit Union is not responsible for providing any equipment, services or advice related to equipment necessary to interface with the Founders Online web site, and is not responsible for any error in connections, transmissions or otherwise regarding any system, software, entries or instructions.

**A. BROWSER SOFTWARE** To use Founders Online services, you need the most recent version available of an industry standard web browser that is compatible with current secure session encryption methods.

Founders recommends you select the **most recent** versions of Internet Browser Software with encryption enabled for connection to Founders Online. Use and access to our on-line/electronic credit union services requires the use of a browser that supports SSL and 128 bit encryption or higher. We can not guarantee access to our online/electronic credit union services through outdated browser software.

**ADDITIONAL SOFTWARE** Acrobat Reader software from Adobe Systems, Inc. may be required for reading and printing this agreement and or other documentation available at [foundersfcu.com](http://foundersfcu.com). Internet browser software and Acrobat Reader are generally available free of charge through the Internet, but may require additional Hard Disk storage space on your computer.

**B. OBTAINING SOFTWARE** Internet browser software is generally available free of charge through the Internet, your Internet service provider, or hardware vendor and may require additional Hard Disk or memory storage space on your computer or handheld device. Check for the availability of browser updates, new versions, and security enhancements regularly through your vendor of choice.

**C. VIRUS PROTECTION** We are not responsible for any electronic virus, or viruses, worms, Trojan horse, or other harmful or intrusive components (exploits) you may encounter through your connection to the Internet or from sources other than Founders Online services. The Credit Union strongly suggests that you routinely scan your personal computer and storage media using a reliable up-to-date virus protection software product to detect and remove any viruses found. An undetected or un-repaired virus, intrusion, or exploit may corrupt and/or destroy your programs, files and even your hardware. Some virus exploits may also allow intruders to view your personal data and or monitor your connection to Founders Online. Check for the most recent virus software updates regularly.

D. COOKIES Use of our website or linking to a site we sponsor requires the use of "cookies," which are small pieces of information a web site stores on a visitor's web browser to remind the site about the user the next time the site is visited. We do not store confidential or sensitive information through the use of cookies. Our use of cookies enhances our members' online transactions and eases navigation through our web site. For certain online transactions cookies are required to help protect the privacy of a member's transactions by, for example, terminating the session if the member forgets to log out. We collect e-mail addresses from members who request electronic services and from users of our web site who choose to provide their addresses.

By requesting any sign-on, balance information, electronic funds transfers, home banking, other electronic services or transactions, by submitting any application, agreement, or communication to us electronically, or by e-mailing us, you represent that you have such equipment and software and that you can download, access, read, review, print and store the electronic records we provide you.

### **3. Performance of Software and Electronic Service and Warranty Disclaimer**

Neither we, nor any of our agents, affiliates or any other person(s), nor any software supplier nor information provider represents and warrants to you that the software we may supply to you for the Founders Online service is free from any defects, computer virus or other software-related problems. In the event of such defects or computer virus caused by the Founders Online software, our sole responsibility shall be limited to the replacement or the reasonable cost of replacement of the software we provided in connection with the Founders Online services. In no event will we be liable to you for any consequential, incidental or indirect damages arising out of the use, misuse or inability to use the Founders Online services, or for any loss of any data, even if we have been informed of the possibility of such damages. In states which do not allow the exclusion or limitation of liability for indirect, special, incidental or consequential damages, our liability is limited to the extent permitted by applicable law.

FURTHER, NEITHER WE, NOR ANY AGENT, AFFILIATE OR OTHER PERSONS, ANY SOFTWARE SUPPLIER NOR ANY INFORMATION PROVIDERS MAKE ANY WARRANTY, EXPRESS OR IMPLIED, TO YOU CONCERNING THE SOFTWARE, EQUIPMENT, BROWSER OR OTHER SERVICES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY LAW.

In no event will we or our officers, directors, employees or agents be liable to you for any consequential, incidental or indirect damages arising out of the use, misuse, or inability to use the services, or for any loss of any data, even if we have been informed of the possibility of such damages. We make no warranty to you regarding your equipment or the software, including any warranty of merchantability or fitness for a particular purpose.

### **4. Electronic Signature**

You consent and agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action while using any electronic service we offer; or in accessing or making any transactions regarding any agreement, acknowledgement, consent, terms, disclosures or conditions constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to the validity of your electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and the Credit Union.

**5. Email Communications** You acknowledge and agree that the Internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim, or damages arising or in any way related to our response(s) to any e-mail or other electronic communication, which we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any e-mail or other electronic communication; and may respond to an e-mail at either the address provided with the communication, the e-mail address in your Membership Application and Signature Card, or any other application or written communication actually received by us.

Any account owner, co-borrower, or authorized user may change the e-mail address for information from us at any time.

Although having no obligation to do so, we reserve the right to require authentication of e-mails or electronic communications. The decision to require authentication is in the sole discretion of the Credit Union. We will have no obligation, liability, or responsibility to you or any other person or company if we do not act upon or follow any instruction to us if a communication cannot be authenticated to our satisfaction.

Further, the Credit Union may not immediately receive e-mail communications that you send. Also, we will not take action based on e-mail requests until we actually receive your message and have a reasonable opportunity to act. We reserve the right to require any notices from you to be submitted to us in writing, and we may refuse to send certain information through unsecured e-mail communications. If you need to contact the Credit Union immediately regarding an unauthorized transaction, stop payment request or otherwise, you may call the Credit Union at the telephone number below.

Contact your local Founders office or call a Founders Representative at 1-800-845-1614.

You may fax us at 803-289-5054.

You may also write to us at 737 Plantation Road, Lancaster, SC 29720.

## **6. Liability for Loss or Erroneous Data**

Each party will bear the liability or the risk of any error or loss of data, information, transactions or other losses, which may be due to the failure of their respective computer system or third party communications provider on which each party may rely. We shall have no liability to you for any damage or other loss, direct or consequential, which you may incur by reason of your use of your computer system.

## **7. Links to Other Sites**

The website may contain links to third party websites. These links are provided solely as a convenience to you and not as an endorsement by the Credit Union of the contents on such third-party website. Credit Union is not responsible for the content of linked third party sites and does not make any representations regarding the content or accuracy of materials on such third party websites. If you decide to access linked third-party websites, you do so at your own risk.

## **8. Harm to Computer Systems/Data**

You agree that our liability for viruses, worms, Trojan horse, or other harmful or intrusive components that may enter your computer system by downloading information, software, or other materials from Founders Online shall be limited to replacement or the reasonable cost of replacement for the lost information, software, or other material. We will not be responsible or liable for any indirect, incidental or consequential damages, which may result from such malicious harmful components.

## **9. Amendment of this Agreement**

We may amend this agreement (including changes in its fees and charges hereunder) by giving you notice at least 30 days in advance of the effective date of the amendment, unless such change or amendment is otherwise required by law or applicable regulation. Your continued use of the services is your agreement to the amendment(s).

## **10. Choice of Law**

This Agreement shall be governed by and interpreted under South Carolina and Federal Law.

## **11. Waiver**

We may waive any term or provision of this agreement at any time or from time to time, but any such waiver shall not be deemed a waiver of the term of provision in the future.