

Electronic Disclosure Agreement

1. GENERAL

Before accessing RBFCU accounts and services for the first time, federal law requires that we provide important disclosures to you. For your convenience, you may choose to receive these disclosures electronically. You may print and download the disclosures we provide for future reference.

To receive your disclosures electronically, you must carefully review the following terms and affirmatively indicate your consent to the electronic delivery of RBFCU Documents Online by checking the "I Agree" box below. The electronic documents will have the same validity as paper documents.

You can request a paper copy of any document at any time without incurring any fees.

You can change or cancel RBFCU Documents Online at any time without incurring any fees.

To receive RBFCU Documents Online, you must have a computer with a current version of a web browser, access to the internet, (for optimum performance to download documents, a 56.6K or higher modem is recommended), telephone linkage or other internet access device, equipment with the ability to download documents, a current version of the free Adobe Reader software and a printer.

2. PARTIES

This Agreement is between you and Randolph-Brooks Federal Credit Union ("RBFCU") and its affiliates.

3. DOCUMENTS DELIVERED ELECTRONICALLY

This Agreement applies to the delivery of all available current and future RBFCU Documents. Not all RBFCU documents are available electronically.

(a) Delivery of Annual Privacy Policy. RBFCU will deliver the annual notice of RBFCU's Privacy Policy to you by making it available on NetBranch Online (NBO) and providing you notice of its availability.

(b) Delivery of Documents for Joint Accounts. For joint accounts, only one accountholder is required to enroll, and his/her selection will control the delivery of Documents for that account, unless the primary accountholder instructs RBFCU otherwise.

4. ACCESS PROCEDURES

Documents will be delivered by RBFCU effective upon placing Documents on NetBranch Online. It is your responsibility to periodically logon to NetBranch Online and check the delivery of Documents. If applicable law or system limitations prevent RBFCU from delivering certain Documents, RBFCU will deliver them as allowed by law. RBFCU may send courtesy email messages to the email address appearing or text messages to the email address or phone number in your My Profile section on NetBranch Online stating that Documents have been delivered online.

5. YOUR RESPONSIBILITIES

Open and read your Documents. Promptly notify RBFCU if any Documents are not accessible or are incomplete or unreadable. Notify RBFCU of changes to your email address and/or text message number by updating your My Profile section on NetBranch Online.

6. CHANGES TO THIS AGREEMENT

You may only cancel this Agreement by changing your Preference Settings or by instructing RBFCU to change your Preference Settings. RBFCU may amend this Agreement at any time.

You accept any amendment to this Agreement made by RBFCU by your continued use unless you cancel this Agreement.

7. CANCELLATION RIGHTS

(a) Your Cancellation Rights. You may cancel this Agreement at any time by selecting the "Cancel Electronic Documents Service" feature of Documents Online. Cancellation does not affect the validity or enforceability of Documents provided to you.

(b) RBFCU'S Cancellation Rights. RBFCU may cancel this Agreement; suspend online service and your access to Documents Online for any reason. This Agreement is automatically cancelled upon termination of your access to NetBranch Online.

(c) Delivery after Cancellation/Survival. After cancellation, any future Documents will be delivered to you as allowed by law. The provisions of sections 8, 9, 10 and 11 will survive cancellation of this Agreement.

8. WARRANTIES/LIMITATIONS OF LIABILITY

(a) RBFCU MAKES NO REPRESENTATION OR WARRANTY THAT DOCUMENTS ONLINE WILL BE ERROR-FREE, UNINTERRUPTED OR MEET YOUR SPECIFIC NEEDS.

(b) YOU REPRESENT THAT YOU HAVE THE EQUIPMENT TO RECEIVE DOCUMENTS ONLINE.

(c) RBFCU IS NOT LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM (1) YOUR FAILURE TO COMPLY WITH THIS AGREEMENT; (2) YOUR FAILURE TO ACCESS DOCUMENTS; (3) PROBLEMS OR TECHNICAL FAILURES WITH YOUR EQUIPMENT; (4) ANY ERRORS OR DELAYS IN COMMUNICATION OR TRANSMISSION LINES; AND (5) ANY OCCURRENCE BEYOND RBFCU'S REASONABLE CONTROL.

9. DISPUTE RESOLUTION

ANY CONTROVERSY OR CLAIM RELATED TO THIS AGREEMENT OR THE DELIVERY OF DOCUMENTS ONLINE WILL BE SUBMITTED TO NON-BINDING MEDIATION IN SAN ANTONIO, TEXAS. IF COMPLETE AGREEMENT CANNOT BE REACHED IN MEDIATION, ANY REMAINING ISSUES WILL BE RESOLVED BY BINDING ARBITRATION UNDER THE FEDERAL ARBITRATION ACT IN SAN ANTONIO, TEXAS.

10. MISCELLANEOUS

This Agreement constitutes the entire agreement of the parties with respect to its subject matter. It is governed by and construed in accordance with the Electronic Signatures in Global and National Commerce Act. If any provision is found by a court of competent jurisdiction to be invalid or unenforceable, the parties agree that the court should give effect to the parties' intentions as reflected in this Agreement, and the other provisions shall remain in full force and effect. Any delay or omission by any party to exercise any rights under this Agreement shall not be construed to waive any rights.

11. OTHER AGREEMENTS

Your use of Documents Online is subject to the terms of any other member agreement(s) you may have with RBFCU. In the event of inconsistency between the terms of this Agreement and other member agreements as to delivery of Documents, this Agreement controls.