ELECTRONIC SIGNATURE DISCLOSURE

Electronic Disclosure and Electronic Signature Agreement
The Electronic Signatures in Global and National Commerce Act (ESIGN) requires your approval before we can provide services to you electronically. Please read this Electronic Records Disclosure and Agreement carefully and save or print a copy for your records.

Terms: This Disclosure and Agreement ("Agreement") is the contract which covers your and our rights and responsibilities concerning the service offered to you by SCU. The service permits you to electronically open a deposit account online, initiate account transactions involving your accounts, communicate with, and to electronically receive disclosures and records regarding your account(s) with SCU. In this Agreement, the words "you," "your," and "yours" mean those who request and use the service, including any joint owners or any person authorized to use your services. The words "we," "us," and "our" mean SCU. By using the service, each of you, jointly and severally, agree to the terms and conditions of this Agreement, and any amendments.

The terms of this Agreement are in addition to the terms of any deposit account agreements you have with us, including but not limited to the: a) Membership and Account Agreement; and b) Truth-in-Savings Disclosures, Funds Availability Policy, Privacy Notice and Electronic Fund Transfers Agreement and Disclosures ("Account Disclosures"), and any change of terms notices.

Electronic Signature (e-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 validate 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 resulting contract between you and SCU. You understand and agree that your e-Signature executed in conjunction with the electronic submission of your application shall be legally binding and such transaction shall be considered authorized by you.

Your Consent is Required: By enrolling, you are agreeing to receive documents electronically including disclosures and notices we may need to provide you, including, but not limited to: Membership and Account Agreement and Account Disclosures (as described above.)

System Requirements: To receive the applicable disclosures electronically you must have an Intel-based computer with a Pentium or equivalent processor running any version of Microsoft Windows95, 98SE, ME, NT 4.0 with Service Pack 5, Windows 2000 or XP. You must have at least 64MB of memory or a MAC PC with PowerPC processor running Mac OS 8.6, 9.0.4, 9.1, or OS X with 64MB of RAM. Both options require access to the Internet with an email address and the capability of receiving downloads of up to 5MB. To read your disclosures, you will need to download a free copy of Adobe Acrobat Reader 5.0 or higher.

Requesting Paper Copies of Disclosures: If, after consenting to receive applicable disclosures electronically you would like paper copies of those disclosures, we will send them to you at no charge. To request paper copies of the applicable disclosures for the electronic service you are enrolling in, contact us using the following information:
- E-mail: **scumail@suffolkcu.org**
- Telephone: 631-924-8000, press "1" for a representative
- Postal mail: Suffolk Credit Union, 3681 Horseblock Road, Medford, NY, 11763.

Updating Your Personal Information: You are responsible for keeping your e-mail address updated. Any messages containing personal or confidential account information will be sent to the e-mail address you provide. You should keep us informed of any changes in your telephone number, mailing address, or e-mail address by contacting us using one of the methods listed above. If you wish to send secure e-mail, you must send it through the mailbox via Online Banking (you must have previously enrolled in this service to send secure e-mails.)

Electronic Signature Disclosure (continued)

How to Withdraw Consent: You may withdraw your consent, at no charge, to receive communication in electronic form by:

e-mailing us at: **scumail@suffolkcu.org**

or by writing to us at: Suffolk Credit Union
3681 Horseblock Road
Medford, NY 11763

or by stopping by any of our branches.

Disclaimer of Warranties and Limits of Liability

To the fullest extent permitted by law, the Credit Union makes no warranties of any kind for the Services, either express or implied, including but not limited to, implied warranties of merchantability or fitness for a particular purpose. We do not warrant that the Services will be uninterrupted or error free, that defects will be corrected, or that our online banking site is free of viruses or other harmful components.

To the fullest extent permitted by law, the Credit Union and its employees, officers, directors, Affiliates, agents, licensors, independent contractors or subcontractors, and third party service providers will not be liable to you for any loss, claim, injury, or damage arising out of your use of the Services, any failure of performance, delay, omission, interruption, defect, computer virus, or unauthorized interception of or access to your communications with the Credit Union, even if we or any of our employees, officers, directors, Affiliates, agents, licensors, independent contractors or subcontractors, or third party service providers are aware of the possibility of such events.

In no event will the Credit Union or any of our employees, officers, directors, Affiliates, agents, licensors, independent contractors or subcontractors, or third party service providers be liable to you for any incidental, consequential (including without limitation, loss of data, files, profit or goodwill or the costs of procurement of substitute goods or service), special, indirect, or punitive damages, whether in an action under contract, negligence or any other theory, arising out of or in connection with this Agreement, the Services, or your inability to use the Services, even if advised of the possibility of such damages. The laws of some states may prohibit the limitation of liability for consequential or incidental damages. In those states, to the extent their laws apply, the limitation of liability with respect to consequential or incidental damages (or other damages specified by law in such states) may not apply.

The Credit Union does not have to honor, in whole or in part, any transaction or instruction that: (1) is not in accordance with any term or condition of this Agreement or your Account Contract; (2) we have reason to believe may not be authorized by you or any Authorized Person; (3) involves funds or other property subject to a hold, dispute, restriction or legal process; (4) we believe would violate any risk control program of the Federal Reserve or the Office of the Comptroller of the Currency, or any applicable rule or regulation of any other federal or state regulatory authority; (5) is not in accordance with any other requirement of our policies, procedures, or practices; or (6) we have other reasonable cause not to honor.

In no event will the Credit Union be liable for any failure of availability or performance due to scheduled system maintenance or circumstances beyond our control (such as power outage, computer virus, system failure, fire, flood, earthquake, or extreme weather).

Indemnification
You agree to indemnify, defend, and hold the Credit Union and its employees, officers, directors, Affiliates, agents, licensors, independent contractors or subcontractors, and third party service providers harmless from any and all third party claims, liability, damages, and/or costs (including but not limited to reasonable attorneys' fees) arising from, or out of, your use of the Services, any fraud or breach by you of the terms of this Agreement, or your failure to comply with any applicable laws or regulations.