

Financial Partners Credit Union Digital Banking Agreement and Disclosures

The terms and conditions of this Digital Banking Agreement and Disclosures ("Agreement") shall apply to and govern your electronic access and use of all Financial Partners Credit Union Online Digital Banking, Mobile Digital Banking and Bill Payment services ("Bill Payment") currently offered or that may be offered in the future (the "Services" or "Service" or "Digital Banking"). In this Agreement, the words "Credit Union" "us" "we" "our" "Financial Partners" or "FPCU" mean Financial Partners Credit Union and all agents, independent contractors, designees, or assignees. The words "you," "your," "signer," and "owner" refer to the member(s)/owner(s)/signer(s), as well as anyone you permit to access your account(s). "Payee" means anyone, including Financial Partners Credit Union, you designate and Financial Partners Credit Union accepts as a payee through Bill Payment. Financial Partners Credit Union reserves the right to refuse the designation of a Payee for any reason.

All agreements, disclosures, rules and regulations applicable to your account, including the Electronic Services Disclosure and Agreement, remain in effect and are made a part of this Agreement by reference unless specifically modified. You agree that by selecting or clicking "I Accept" when provided this Agreement in enrolling in the Services or by using the Services, or allowing another to access your account(s) via the Services, that you have received a copy of, and agree to be bound by this Agreement, FPCU's Electronic Services Disclosure and Agreement, Account Disclosure, and all other agreements and disclosures (collectively the "Account Terms and Conditions"), the terms of which are also incorporated herein by this reference. The most current versions of the Account Terms and Conditions can be found on our website at <https://fpcu.org/forms-and-disclosures>. We reserve the right to amend, modify, revoke, or cancel the Services, this Agreement and the terms of the Account Terms and Conditions in accordance with applicable law. Your continued use of the Service will constitute acceptance of any new or amended terms and conditions. To the extent there is a conflict between this Agreement and the Account Terms and Conditions, this Agreement shall govern.

- 1. USERNAME AND PASSWORD.** To access Services, you must use your login username and password. You will be able to choose your own username, provided it meets our security requirements and is not already in use. Usernames may not include sensitive personal information such as account numbers or social security numbers. New users will be issued a temporary password and asked to choose their own password during the registration process. You are responsible for keeping your password and account data confidential and for controlling the safekeeping of and access to, you Digital Banking login and password information. You agree you will not provide or give access to your password to any person not authorized to transact on your account(s). Disclosing your password constitutes authorization for use by others and you agree to be liable for their actions. You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you fail to maintain security of your username and/or password, and FPCU suffers a loss, we reserve the right to terminate your access to the Services, as well as other electronic deposit and loan services.
- 2. TRANSACTIONS.** Subject to system availability, you may initiate transactions via the Services seven days a week, 24 hours a day. However, business days are Monday through Friday, excluding holidays. We reserve the right to limit the frequency and dollar amount of any transaction at any time. Certain transactions, such as mobile deposits or transfers between financial institutions, may be subject to daily, weekly, and/or monthly maximums. If you are using the Services to make a payment on a loan you have with FPCU, loan payments for all loan types with us must be completed on or before the close of business on the payment due date. If the payment due date falls on a weekend or holiday, the loan payment must either be in the designated account, or transferred to the loan, by the close of business on the preceding

business day, unless special credit card payment rules apply. Transfers or payments cannot be performed on loans that are 30 or more days past due.

Online Digital Banking—You may use Online Digital Banking to perform transactions including, but not limited to:

- a. Obtain account and loan account balance information;
- b. View account and loan account history;
- c. Transfer funds between FPCU accounts;
- d. Transfer funds to and from accounts at other financial institutions that you are authorized to access;
- e. Stop payment on a check;
- f. View electronic statements and tax information.

Mobile Digital Banking—You may use Mobile Digital Banking to perform transactions including, but not limited to:

- a. Obtain account and loan account balance information;
- b. View account and loan account history;
- c. Transfer funds between FPCU accounts;
- d. Transfer funds to and from accounts at other financial institutions that you are authorized to access;
- e. Deposit a properly endorsed check to your FPCU account;
- f. View electronic statements and tax information.

Bill Payment—You may use the Service to perform the following Bill Payment transactions including, but not limited to:

- a. Make a single payment to a Payee from your Account;
- b. Make recurring payments from your Account;
- c. View your payment history to see payments made over a specified time period;
- d. Add and manage Payees.

Additional Terms and Conditions Relating to Use of Mobile Digital Banking to Make Mobile

Deposits—You may use Mobile Digital Banking to deposit certain checks into your Account, subject to the following additional terms and conditions:

- a. Third-party checks may not be deposited through Mobile Digital Banking. Only checks made payable to the primary or joint accountholder, drawn on financial institutions within the United States and in US currency, may be deposited through Mobile Digital Banking.
- b. Checks deposited through Mobile Digital Banking must be signed and endorsed with the phrase "For Mobile Deposit Only at FPCU." Financial Partners reserves the right to reject any items without the proper endorsement.
- c. FPCU may reject a deposited check or require a review of the item before posting the funds to your account for reasons including but not limited to: poor image quality, nonstandard check format, or an apparent discrepancy with the deposit.
- d. Checks deposited through Mobile Digital Banking may not be deposited through any other FPCU channel (e.g. ATM, branch, etc.) or at any other financial institution or provider.
- e. If you misuse Mobile Digital Banking or any other FPCU service, access to Mobile Digital Banking may be restricted.

- f. Please retain the original deposited check for approximately 10 days in the event there is an issue with the deposited check. All credit received for deposits made through Mobile Digital Banking are provisional, subject to verification and final settlement.
- g. Mobile deposits made during normal FPCU business hours are considered to be deposited on the date of the deposit. Deposits made after normal business hours, weekends or holidays are considered deposited on the following business day. Deposit limits are set based on your relationship with the Credit Union. Standard holds may apply (see the Funds Availability section of the Account Disclosure); however, at a minimum \$200 will be made available to you on the date your deposit is considered deposited.

Additional Terms and Conditions Relating to Bill Payment Transactions

Payees must be located in the United States. Each Payee accepted by Financial Partners will be added to your Authorized Payee list. Payments must be made from a checking account.

Financial Partners is not responsible if a Bill Payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a Payee or if you attempt to pay a Payee that is not on your Authorized Payee list. Financial Partners will not be responsible for any late fees, penalties, or losses that may be incurred for payments that are attempted to be made to any prohibited payees. The maximum amount you may schedule for a single Bill Payment is \$20,000, and the maximum daily amount you may send through the Service is \$20,000.

Prohibited Payees—Bill Payment may not be used to make payments to (and Payees should not be) tax authorities, government agencies, or collection agencies; securities companies such as Ameritrade for stock purchases; or trade taxing authorities. Bill Payment also may not be used to make Court directed payments, such as alimony, child support, or other legal debts.

Single Payments—A single payment will be processed on the business day (Monday through Friday, except federal holidays) that you designate as the payment's Withdrawal Date through Online Digital Banking, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time is currently 1:00 PM PST. A single payment submitted after the cut-off time on the designated Withdrawal Date will be processed on the following business day. If you designate a non-business day (weekends and federal holidays) as the payment's Withdrawal Date, the payment will be processed on the first business day following the designated Withdrawal Date.

Recurring Payments—When a recurring payment is processed, it is automatically rescheduled by the Bill Payment system. Based upon your selected frequency settings for the payment, a Withdrawal Date is calculated for the next occurrence of the payment. If the calculated Withdrawal Date is a non-business day (weekends and federal holidays), it is processed the first business date after the calculated Withdrawal Date.

IMPORTANT INFORMATION: If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated Withdrawal Date, then the last calendar day of that month is used as the calculated Withdrawal Date.

Expedited Payments—Expedited Bill Payments will require FPCU to send a physical check to your Payee, the check amount will be debited from your Account ONCE the Payee deposits your check, and your

check clears your designated checking account. Please note there is a fee for this service. Please see the Fee Schedule for the applicable fee for this service.

Our Authority to Act—When the Service is linked to one or more joint accounts, we may act on verbal, written or electronic instructions of any authorized signer.

For Single and Recurring Payments, payments will be debited from your designated checking account as follows:

- a. YOU MUST ALLOW AT LEAST FIVE (5) BUSINESS DAYS, PRIOR TO THE ACTUAL DUE DATE (not the late date and/or the grace period), for each Bill Payment to reach the Payee.
- b. Bill Payments will be debited from your Account on the date you designate your Withdrawal Date
- c. If that date falls on a weekend or federal holiday, your payment will be debited the next business day.
- d. Any Bill Payment can be changed or canceled, provided you access Bill Pay prior to the cut-off time (12 PM PST) on the business day prior to the business day the Bill Payment is scheduled to be initiated.
- e. You agree to have available and collected funds on deposit in the Account you designate in amounts sufficient to pay for all Bill Payments requested, as well as any other payment obligations you have to Financial Partners. Financial Partners reserves the right, without liability, to reject or reverse a Bill Payment if you fail to comply with this requirement or any other terms of this Agreement. If you do not have sufficient available funds in the Account and Financial Partners has not exercised its right to reverse or reject a Bill Payment, you agree to pay for such payment obligations, on demand. You further agree Financial Partners Credit Union, at its option, may charge any of your accounts to cover such payment obligations. Financial Partners reserves the right to change the cut-off time. You will receive notice prior to any changes made to the FPCU Bill Pay Service.

You will be responsible for any Bill Payment request you make that contain an error or is a duplicate of another Bill Payment.

3. **TRANSFERS.** You can use the Services to make transfers from your share savings, money market, and checking accounts as well as your FPCU line of credit and credit card loan accounts. Future dated transfers will occur on the scheduled date after 11:00 am Pacific time. Transfers that are scheduled but fail to take place can be located on the Transfer History page under the "Status" column.

Limitations on Transfers/Transactions—Online Digital Banking and Mobile Digital Banking transfers are subject to the limitations of federal Regulation D. For your savings and money market accounts, during any statement period, you may not make more than six (6) withdrawals or transfers per statement cycle period, or a combination of such withdrawals and transfers, to another account of yours at FPCU or to a third party by means of a preauthorized, automatic transfer, a transfer conducted online or via mobile or telephonic agreement, order or instruction, or by check, draft, debit card, or similar order. If you exceed the transfer limitations set forth above in any statement period, we may refuse the transaction or your account may be subject to closure by us. See the Account Disclosure for more information.

Maximum daily, weekly, and monthly transaction limits are based on your relationship with Financial Partners and may be changed at any time.

4. **FEES.** You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider. While there is currently no charge for using the Services (except as otherwise stated herein), FPCU reserves the right to charge for all or part of the Services. You will be given notice, in accordance with applicable law, before FPCU implements fees to use the Services. Refer to the current FPCU Fee Schedule for any other applicable fees.

Fees Applicable to Bill Payment—Except as otherwise stated herein, the fee for the Bill Payment portion of the Service is \$0.00 per month, for an unlimited number of monthly payments. Refer to the Financial Partners Credit Union Fee Schedule included, or received when you opened your account, for other fees including overdraft fees and NSF. We reserve the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred. Bill Payments are processed by Electronic Fund Transfers (EFT). Additional fees may apply for certain specialized transactions, such as expedited payments made via Bill Payment. You are responsible for: any late payment, late fees, interest payments, and service fees charged by a Payee and for any overdraft, NSF or stop payment fees charged by FPCU as a result of your use of the Service.

5. **CANCELATION OR DISCONTINUATION OF SERVICES.** No formal cancelation is required to cancel your use of the Services. However, if you choose to discontinue use of the Services without notifying us, any transactions or payments you have previously authorized will be completed as previously instructed. To cancel the Services, you may send a secure message through the Services or call us at 800.950.7328. Termination will not affect your liability or obligations under this Agreement or the Account Terms and Conditions for transactions already processed on your behalf and we will not be responsible for any Bill Payment made before FPCU has a reasonable opportunity to act on your termination notice. We may terminate your use of the Services, in whole or in part, for any reason at any time without prior notice. We reserve the right to discontinue your enrollment in the Services after 6 months of inactivity. If your enrollment is discontinued for inactivity, any pending transfers set up through the Services will be canceled and all settings, including payees and preferences, will be deleted.
6. **OUR LIABILITY FOR FAILURE TO MAKE OR COMPLETE TRANSACTIONS.** If Financial Partners does not complete a transaction on time or in the correct amount according to our Agreement with you, we shall be liable for your losses and damages. However, there are some exceptions. We will not be liable, for instance, if:
- a. Circumstances beyond our control (such as fire, flood, earthquake, electronic failure or malfunction of central data processing facility, etc.) prevent the transaction, despite reasonable precautions;
 - b. Through no fault of ours, you do not have enough money in your account (or sufficient collected funds) to make a transaction or you have exceeded the number of allowed transactions in accordance with Regulation D (refer to the Account Agreement);
 - c. The funds in your account are subject to an uncollected funds hold, legal process or other circumstances restricting such transaction or payment;
 - d. The Services or electronic services system contemplated hereunder was not working properly and you knew about this breakdown when you started the transaction;
 - e. FPCU made a timely payment but the payee/vendor did not promptly credit your payment after receipt;
 - f. Your Digital Banking Password has been repeatedly entered incorrectly;
 - g. The transaction would exceed your available Line of Credit or Credit Card limit;

- h. You did not properly follow software or the Service instructions on how to make the transfer or payment;
- i. You or a third party (such as a merchant or the Automated Clearing House) did not give FPCU complete, correct and current instructions or information to process your Bill Payment request;
- j. You did not authorize a payment soon enough for the payment to be made, transmitted, received and credited by the payee/vendor;
- k. The account is subject to a pledge or security agreement;
- l. Any loan that you have with FPCU is more than 30 days delinquent;
- m. Your personal computer, device and/or software malfunctioned for any reason;
- n. The transfer or payment could not be completed due to system unavailability or a telecommunication or Internet Service Provider service failure; or
- o. We blocked the transfer to protect the integrity or security of the system.
- p. You fail to promptly notify FPCU after you learn that you have not received credit from a Payee for a Bill Payment.

There may be other exceptions not specifically mentioned above.

- 7. ACCOUNT ALERTS.** You may elect to receive alerts by e-mail or text message. Standard messaging rates may apply for text messages; check with your mobile phone service provider for potential fees and more information. Alert Notifications do not replace standard communications you receive from us concerning your accounts. We are not responsible for any negative balances, fees, losses, late payments, damages or other expenses that may occur connected to the delay or failure of an Alert Notification. Account Alerts may not alert you in "real time" about your transactions. We are not responsible for any issues with Account Alerts due to failure of your e-mail, messaging, or mobile phone services.
- 8. SYSTEM AVAILABILITY.** Access to the Services may be unavailable at times due to factors such as, but not limited to, scheduled maintenance, computer failure, internet access issues, and unforeseen events such as fires or floods. While we strive to achieve maximum system availability, we cannot guarantee continuous access to our services. You understand and agree that access to Digital Banking is not guaranteed, and interruptions in service or accessibility may occur without warning or notice. Accordingly, to the extent legally permitted, we disclaim any and all implied warranties, including any warranty that the Services are suitable for any particular purpose. You agree that we are not liable for any loss of funds, reward points, goodwill, or reputation, or any special, indirect, or consequential damages, arising out of or related to your use of Digital Banking or features provided through the Services.
- 9. YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS AND ADVISABILITY OF PROMPT REPORTING.** You must tell us AT ONCE if you believe your Digital Banking username and/or password has been lost or stolen or if you believe that an electronic funds transfer has been made without permission using information from your check. Telephoning is the best way of keeping your possible losses down. A written notification to us should follow your telephone call. You could lose all the money in your account (plus your maximum overdraft line of credit). However, if you believe your Digital Banking username and/or password has been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50. If someone used your Digital Banking username and/or password or accounts without your permission, you may be required to submit a notarized affidavit of Unauthorized Transaction and file a police report to recover any loss of funds.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Digital Banking username and/or password and we can prove we could have stopped someone from using your Digital Banking username and/or password without your permission if we had told you, you could lose as much as \$500.

Also, if your statement shows payments or transfers that you did not make or authorize, contact us immediately. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If you can document a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time period.

- 10. TELEPHONE NUMBER AND ADDRESS TO BE NOTIFIED IN EVENT OF AN UNAUTHORIZED TRANSACTION.** If you believe your Digital Banking password has been lost or stolen or that someone will or may use it to transfer money from your account without your permission, or you believe a transfer has been made without your permission; you must telephone us at: **562.904.3000** or **800.950.7328**, or write us at:

FINANCIAL PARTNERS CREDIT UNION
P.O. Box 7005
Downey, CA 90241

- 11. BUSINESS DAY DISCLOSURE.** Financial Partners' business days are Monday through Friday, except holidays. ATMs, Kiosk, POS terminals, Bank-By-Phone, Online Digital Banking and Mobile Digital Banking are generally open, but not always accessible, 24 hours a day, 7 days a week.
- 12. RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS.** Periodic Statement—You will receive a monthly statement (unless there are no transfers in a particular month), for the account(s) which you have accessed using the Services, which will show the calendar date that you initiated the transfer, the type of transfer and the account(s) accessed by the transfer, and the amount of transfers occurring in that statement period. You will get a statement at least quarterly. You may also print a record of any individual transaction conducted through the Services at the time the transaction is completed.
- 13. RIGHT TO STOP PREAUTHORIZED PAYMENT AND RIGHT TO RECEIVE NOTICE OF VARYING AMOUNTS.**
- a. Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can also stop any of these payments. Here's how: Call at 800.950.7328 or write to us at P.O. Box 7005, Downey CA 90241 in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call.
 - b. Notice of Varying Amounts. If these regular payments vary in amount, the person you are going to pay will tell you ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

14. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES. We will disclose information to third parties about your account or transfers you make: (a) When it is necessary to complete an electronic transaction; (b) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; (c) In order to comply with a government agency or Court order, or any legal process; or (d) If you give us written permission.

15. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS— If you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt, phone us at 800.950.7328, write us at P.O Box 7005, Downey CA 90241 or send us a Secure Message through Digital Banking as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- a. Tell us your name and account number (if any).
- b. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- c. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign- initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

16. VALID AND CURRENT EMAIL ADDRESS, NOTIFICATIONS AND UPDATES. Your current valid email address is required in order for you to utilize the Services. You agree to keep Financial Partners informed of any changes in your email address. You may modify your email address by accessing the "Settings" tab within Digital Banking. If you have multiple accounts at FPCU, you are required to update your e-mail address for each account. Financial Partners may notify you through email about important account information, and we are not liable for missed or undeliverable notifications due to an incorrect email address.

17. DATA RECORDING. When you access Digital Banking to conduct transactions, information you enter and details about the activities you conduct may be recorded. By using Digital Banking, you consent to such recording.

18. HARDWARE, SOFTWARE AND OPERATING SYSTEM REQUIREMENTS. To use Online Digital Banking, you must have a device capable of supporting the current version of one of the following Internet

browsers: Chrome, Edge, Firefox or Safari on a desktop computer; Android Default Browser or Chrome on mobile devices with a recent version of Android; or Mobile Safari with a recent version of iOS. To use Mobile Digital Banking, you must download the FPCU Digital Banking app from your device's app store. The Mobile Digital Banking app is compatible with the two most recent major Android or iOS releases. FPCU is not liable for your inability to use Digital Banking due to incompatible hardware or software, now or in the future. You are responsible for installation, maintenance, and operation of devices used to access the Services. Financial Partners is not responsible for errors, failures, or malfunctions of any device used, or attempted to use, for account access. FPCU is also not responsible for viruses or related problems associated with use of any online system. Statements, notices, tax forms and disclosures will be available in the PDF file format; you will need Adobe Acrobat Reader to view the forms and access to a printer to print the forms. If you do not have Acrobat Reader, you can download it free from Adobe's website.

- 19. ADDITIONAL LIMITATION ON OUR LIABILITY.** Except as otherwise provided in this Agreement and the Account Terms and Conditions or by law, you hereby expressly release and discharge us so that we are not responsible for any loss, injury, or damage, whether direct, indirect, special, or consequential, economic or otherwise, caused by the Services or your use of the Services. We are not responsible for any products or services relating to your access device, or your computer, other than those specified in this Agreement. Without limiting the generality of the foregoing, we are not responsible for any loss, damage or injury resulting from (a) an interruption in electrical power, telephone or Internet service; (b) the disconnection of your telephone or Internet service by your service provider (c) deficiencies in communication quality; or (d) any defect or malfunction of equipment or device you use to access Services.
- 20. GOVERNING LAW.** You understand and agree that this Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the laws of the State of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the State of California.
- 21. ATTORNEY FEES.** You agree to pay FPCU all of our costs and reasonable attorneys' fees, including all collection costs, litigation costs, skip-tracing fees, and outside services fees incurred while we are enforcing our rights under this Agreement.
- 22. RESERVATION OF RIGHTS.** Failure or delay by FPCU to enforce any provision of this Agreement or to exercise any right or remedy available under this Agreement, or at law, shall not be deemed a waiver and FPCU expressly reserves the right to enforce such provision, or to exercise such right or remedy, at a later date.
- 23. OTHER AGREEMENTS.** Except as stated otherwise in this Agreement, this Agreement does not alter or amend any of the terms or conditions of any other agreement you may have with FPCU.
- 24. SEVERABILITY.** If any part of this Agreement should be held to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
- 25. ELECTRONIC SIGNATURE AGREEMENT.** By selecting or clicking the "I Accept" button, you are signing this Agreement electronically and agreeing to be legally bound by this Agreement and the Account Terms and Conditions related to the Services. You further agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide FPCU instructions via

the Services, or in accessing or making any transaction relating to this Agreement or the Account Terms and Conditions, or regarding any agreement, acknowledgement, consent terms, disclosures or conditions in connection with your use of the Services constitutes your signature, acceptance and agreement as if actually signed by you in writing.