

# **ELECTRONIC COMMUNICATION CONSENT AGREEMENT (E-Sign Agreement)**

**Please review this document carefully and print a copy for your reference; you can also access an online copy at any time by accessing [www.inspirusCU.org](http://www.inspirusCU.org) and selecting Forms from Quick Links.**

This Digital Banking E-Sign Disclosure and Consent Agreement (herein after referred to as the "Agreement") applies to all communications for products, services, and accounts offered or accessible through the Digital Banking Platform and is provided in accordance with the "Electronic Signatures in a Global and National Commerce (E-Sign) Act. The words "us", "we", and "our" refer to Inspirus Credit Union. The words "you" and "your" refer to you, as the member of Inspirus Credit Union.

## **Transmittal of Electronic Statements**

Inspirus Credit Union may send any and all of its communications to you electronically (collectively referred to as "Electronic Communications"). Electronic Communications may include information agreements and disclosures related to any of Inspirus Credit Union's Services or other deposit and loan products, services or features, and our decisions related to your application. Electronic Communications may also include important information that you would otherwise receive from us through the mail (such as, but not restricted to, notices regarding privacy, changes in terms, periodic statements, annual tax statements, and other periodic notices as required under applicable law).

Nothing within this Agreement precludes Inspirus Credit Union from sending statements, notices, disclosures, or other account related documents to you in paper form.

## **Security Procedures**

You acknowledge that, if you disclose your Digital Banking PIN to anyone else or if your PIN is lost or stolen, third parties may be able to access your credit union statements. You agree that the credit union will not be liable for any loss caused by the authorized or unauthorized use of your PIN by any third party to access your statements. You agree to keep your PIN in a place of safekeeping, and you agree that the security of your PIN will be your responsibility at all times. You agree that the credit union will not be liable for any loss arising out of your use of Inspirus Credit Union Digital Banking or eStatement if the credit union observes the security methods presently set out in the Procedures, or as amended from time to time. Further, you agree that the credit union will not be liable for any loss arising out of your use of Inspirus Credit Union eStatement under any circumstances if you fail to observe the Procedures and the recommendations set forth in the Procedures.

## **Method of Providing Communications in Electronic Form**

Electronic Communications that we provide to you will be provided either (1) via e-mail, (2) on our website, or (3) we will send you an e-mail that informs you when relevant information is available for your viewing on our website. That communication will include instructions on how to access the information.

You will receive an e-mail notification that your statement is ready to view if you supplied the correct email address. If you change your email address, you must notify Inspirus Credit Union of the change to continue receiving statement notifications. You will receive an e-mail message from us on approximately the third business day of each month letting you know that your e-statement is available.

## **Updating Contact Information**

You are responsible for ensuring that we have your current e-mail address for purposes of receiving electronic communications. If your e-mail address changes you can update information (such as your e-mail address) under your "Contact" section, which is accessible from your Account Dashboard by clicking on the on the "Settings" link under the dropdown menu in the upper right corner of the page. If you fail to notify us of any change in your e-mail address, you agree that we may provide electronic communications to you at the e-mail address maintained in our records and provided by you. Any Electronic Communications we send to you will be deemed to have been provided on the date we deliver the e-mail to you.

You may also contact us by phone at 206-628-4010 or 1-888-628-4010 to make any necessary changes.

## **Hardware and Software Requirements**

To access, view, receive, and retain Electronic Communications, you must ensure:

- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit;
- An active email account with an internet service provider;
- Adobe Acrobat Reader version 7.0 and above

- A personal computer with an internet web browser capable of 128-bit encryption;
- Internet Explorer version 6.0 or above or Firefox version 3.0 or above, or Macintosh OSX 10.2 or above running Safari web browser.

If a change in hardware or software is needed in order for you to access or retain Electronic Communications, and that change would create a material risk that you would not be able to access or retain your Electronic Communications, we will provide you notice of the revised hardware or software requirements. Your continued use of the service after receiving notice is reaffirmation of your consent.

#### **Requesting Paper Copies**

You may request a paper copy of any Electronic Communication you receive. If you wish to obtain a paper copy of any of the Electronic Communications, you may make a request by dialing 206-628-4010 or from outside Seattle 1-888-628-4010 during our normal business hours and we will send a paper copy at no charge to you.

#### **How to Withdraw Consent**

You may withdraw your consent to receive Electronic Communications by contacting the Credit Union at 1-888-628-4010. No fees will be imposed to process the withdrawal of your consent. Any withdrawal of your consent to receive Electronic Communications will be effective only after we have had a reasonable period of time (up to two statement cycles) to process your withdrawal. 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. The legal validity and enforceability of prior Electronic Communications will not be affected if you withdraw your consent.

#### **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.

#### **Termination / Changes**

We reserve the right, in our sole discretion, to discontinue the provision of your Electronic Communications, or to terminate or to 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.

#### **Consent and Acknowledgement**

**You (including any joint account-holders and co-applicants) acknowledge receipt of this Electronic Communications Disclosure and Consent Agreement and consent to receive all communications regarding products and services electronically. You further agree that your computer satisfies the hardware and software requirements specified above and that you have provided us with a current e-mail address to which we may send electronic communications to you.**

**If you have questions or need help, please call 1-888-628-4010 weekdays from 7:30 a.m. to 5:30 p.m.**