



## E-Sign Disclosure and Consent

This Online Banking E-Sign Disclosure and Consent (“Disclosure”) applies to all Communications for those products, services and Accounts offered or accessible through Online Banking that are not otherwise governed by the terms and conditions of an electronic disclosure and consent. **PLEASE NOTE:** Consenting to receive Communications under this Disclosure will not automatically enroll you in e-Statements.

The words “we,” “us,” and “our” refer to the entity with whom you have your Account, and the words “you” and “your” mean you, the individual(s) or entity identified on the Account(s). As used in the Disclosure, “Account” means the account you have with us. “Communication” means any customer agreements or amendments thereto, monthly billing or account statements, tax statements, disclosures, notices, responses to claims, transaction history, privacy policies and all other information related to the product, service or Account, including but not limited to information that we are required by law to provide to you in writing.

### ***1. Scope of Communications to Be Provided in Electronic Form***

You agree that we may provide you with any Communications that we may choose to make available in electronic format, to the extent allowed by law, and that we may discontinue sending paper Communication to you, unless and until you withdraw your consent as described below. Your consent to receive electronic communications and transactions includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with the Account or the product or service available through Online Banking for your Account. As an example, Partner Colorado Credit Union may choose to send by e-mail legally required notification of changes to terms and conditions related to Online Banking.
- Notices or disclosures about a change in the terms of your Account or associated payment feature and responses to claims.
- Privacy policies and notices.
- Monthly (or other periodic) billing or account statements for your Account(s) or such other Communications that we may include from time to time as part of the enrollment in the e-Statements program (“e-Statements”).

- Your consent to receive electronic communications does not automatically enroll you in e-Statements. You must complete a separate enrollment to stop receiving by U.S. Mail paper account statements (and any other types of Communications we may include in e-Statements).

## ***2. Method of Providing Communications to You in Electronic Form***

All Communications that we provide to you in electronic form will be provided either (1) via e-mail, (2) by access to a web site that we will designate in an e-mail notice we send to you at the time the information is available, (3) to the extent permissible by law, by access to a web site that we will generally designate in advance for such purpose.

## ***3. How to Withdraw Consent***

You may withdraw your consent to receive Communications in electronic form by calling us at either 800-367-2474 (toll free) or 303-422-6221, or by contacting your Financial Solutions Representative at the nearest Partner Colorado Credit Union branch location. 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. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications; however your access and use of Online Banking may be terminated. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal.

## ***4. How to Update Your Records***

It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to the Disclosure and your Account(s), and to maintain and update promptly any changes in this information. You can update information (such as your e-mail address) through Online Banking, by calling us at either 800-367-2474 (toll free) or 303-422-6221, or by contacting your Financial Solutions Representative at the nearest Partner Colorado Credit Union branch location.

## ***5. Hardware and Software Requirements***

In order to access, view, and retain electronic Communications that we make available to you, you must have **MINIMUM SYSTEM AND SOFTWARE REQUIREMENTS**. To fully utilize the Subscription Service, Subscribers need to maintain certain minimum hardware and software requirements. These requirements include:

Reviewing and electronically signing documents within the Subscription Service requires the following minimum hardware and software requirements:

## **RECIPIENT (SIGNER) REQUIREMENTS**

**Operating Systems:** Windows XP, Windows Vista, Windows 7; Mac OS X

**Browsers:** Final release versions of Internet Explorer 7.0 or above (Windows only); Mozilla Firefox 3.0 or above (Windows and Mac); Safari 3.0 or above (Mac OS only); Google Chrome 5.0 or above.

**Mobile Signing:** Apple iOS 4.0 or above. Android 2.2 or above.

**PDF Reader:** Acrobat® or similar software may be required to view and print PDF files.

**Screen Resolution:** 1024 x 768 minimum.

**Enabled Security Settings:** Allow per session cookies.

Pre-release (e.g. beta) versions of operating systems and browsers are not supported

These minimum requirements are subject to change from time to time and it is the Subscriber's responsibility to comply with these requirements as they change. The most current system and software requirements are available on Docu Sign's public website at [www.docusign.com/support](http://www.docusign.com/support).

## ***6. Requesting Paper Copies***

We will not send you a paper copy of any Communication which is available electronically from Partner Colorado Credit Union, unless you request it, or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, call us at either 800-367-2474 (toll free) or 303-422-6221, or contact your Financial Solutions Representative at the nearest Partner Colorado Credit Union branch location. We may charge you a reasonable service charge, of which we have provided you prior notice, for the delivery of paper copies of any Communication provided to you electronically pursuant to this authorization. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.

## ***7. 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.

## **8. Federal Law**

You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

## **9. Termination / Changes**

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

### **By checking the "I agree" box, I confirm that:**

I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and

I can print on paper the disclosure or save and send the disclosure to a place where I can print it, for future reference and access; and

Until or unless I notify Partner Colorado Credit Union as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Partner Colorado Credit Union during the course of my relationship with you.