



Electronic Delivery “E-Sign” Disclosure

Thank you for choosing Lake Michigan Credit Union (“LMCU”) for your financial services and/or lending needs. By signing this agreement, you consent to receive required disclosures for your full banking relationship, including all loan and deposit accounts, by electronic delivery. If you do not consent to receive your disclosures electronically, we will not be permitted to e-mail your disclosures in order to meet the regulatory disclosure requirements. We will, instead, deliver your disclosures by mail.

By agreeing to the terms of this Disclosure, you understand that (i) electronically signing and submitting any document(s) to LMCU legally binds you in the same manner as if you had signed in a non-electronic form, and (ii) the electronically stored copy of your signature, any written instructions or admissibility or enforceability of LMCU’s electronically stored copy of this Disclosure and any other documents.

The words “we”, “us”, and “our” mean Lake Michigan Credit Union and the words “you” and “your” mean you, and all other individuals on your account(s). As used in this disclosure, “communication” means any authorization, disclosure, notice, or other information that we are required by law to provide you in writing.

- 1. Scope of Communications to Be Provided in Electronic form.** You agree that we may provide you with any communications relating to your account(s) in electronic format, and that we may discontinue sending paper communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic disclosures includes, but is not limited to:
 - All legal and regulatory disclosures and communications associated with your account(s).
 - Periodic account statements and notices.
 - Privacy notice.
- 2. Method of Providing Disclosures to You in Electronic Form.** All disclosures that we provide to you in electronic form will be provided via a SECURE e-mail attachment for your protection for loan communications and/or through your Online Banking account.
- 3. Hardware and Software Requirements.** In order to access, view, and retain electronic communications that we make available to you, you must have:
 - an Internet browser that supports 128-bit encryption;
 - sufficient electronic storage capacity on your computer's hard drive or other data storage unit;
 - an e-mail account with an Internet service provider and e-mail software in order to participate in our electronic communications programs;
 - a personal computer (for PC's: Pentium 120 Hhz or higher; for Macintosh, Power Mac 9500, Power PC 604 processor 120-MHz Base or higher), operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing communications received from us in electronic form via a plain text-formatted e-mail or by access to our web site using one of the browsers specified above.
- 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) by contacting us at 813-349-4575, or stop by your local branch. You can also update your email address within your online banking profile.

5. **How to Withdraw Consent.** You may withdraw your consent to receive disclosures in electronic form by contacting us at 813-349-4575, or by visiting a local branch. 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 disclosures. We will not impose any fee to process the withdrawal of your consent to receive electronic disclosures; however, your access may be terminated. Any withdrawal of your consent to receive electronic disclosures will be effective only after we have had a reasonable period of time to process your withdrawal.
6. **Requesting Paper Copies.** We will not send you a paper copy of any communication from us, 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 no later than two years after we first provided the electronic communication to you. To request a paper copy, contact us by telephone at 813-349-4575, or stop by your local branch. We may charge you a reasonable service charge for the delivery of paper copies of any communication provided to you electronically pursuant to your 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. **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 (“E-Sign”), 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.
8. **Termination/Changes.** We reserve the right, at 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.
9. **Change in Terms.** We will notify you of any changes in these terms of agreement, either by email or by U.S. mail, addressed to your email address or mailing address on record. If you should not agree to the changed terms, you may withdraw your right to receive electronic disclosures in the manner described above.

By signing this disclosure, you hereby give your affirmative consent for Lake Michigan Credit Union to provide electronic communications to you as described herein. 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 at which we may send electronic communications to you.

Customer Name

Customer Signature

Date

Email Address