## **ESIGN DISCLOSURE AND CONSENT**

As part of your enrollment for CU Online, we must receive your consent to use electronic records and signatures in connection with our online and mobile banking services. Please read the ESIGN disclosure and provide your consent below.

## ESIGN DISCLOSURE AND CONSENT TO USE ELECTRONIC RECORDS AND SIGNATURES:

As part of your relationship with us, we want to ensure you have all of the information you need to effectively manage your accounts using our Electronic Services. Our goal is to provide you with as many options as possible for receiving your account documents. We are required by law to give you certain information "in writing" in connection with our Electronic Services – which means you are entitled to receive it on paper. We may provide this information to you electronically, instead, with your prior consent. We also need your general consent to use electronic records and signatures in our relationship with you. So, before you use our Electronic Services you must review and consent to the terms outlined below.

In this disclosure and consent:

"We," "us," "our" and "Wings Financial" means Wings Financial Credit Union and each and every current and future affiliate of Wings Financial.

"You" and "your" means the person giving this consent, and also each additional account owner, authorized signer, authorized representative, delegate, and/or service user identified on any Wings Financial Product that you access or use as part of our Electronic Services.

"Communications" means each disclosure, notice, agreement, fee schedule, statement, record, document, and other information we provide to you, or that you sign or submit or agree to at our request.

"Electronic Service" means each and every product and service we or our service providers offer that you apply for, use, administer or access using the Internet, a website, email, a mobile device, messaging services (including text messaging) and/or software applications (including applications for mobile or hand-held devices), either now or in the future.

"Wings Financial Product" means each and every account, product or service we offer that you apply for, own, use, administer or access, either now or in the future, as part of our Electronic Services.

- 1. Your consent to use electronic records and signatures; Choosing to receive Communications electronically or in writing. In our sole discretion, the Communications we provide to you, or that you sign or agree to at our request, may be in electronic form ("Electronic Records"). These Communications, include, but are not limited to:
  - This ESIGN Disclosure and Consent and any subsequent amendments;
  - Our CU Online Access Agreement, other service or user agreements for online or mobile access to our Electronic Services or Wings Financial Products accessible solely through our Electronic Services, and all amendments or addendums to any of these agreements;
  - All of the Communications related to any Wings Financial Product, except for those excluded by the terms of this ESIGN Disclosure and Consent;
  - All of the periodic account and activity statements, disclosures and notices we provide to you concerning your Wings Financial Products;
  - Any notice or disclosure regarding fees or assessments of any kind, including late fees, overdraft fees, overlimit fees, and returned item fees;
  - Notices of amendments to any of your agreements with us; and
  - Other disclosures and notices that we are legally required to provide to you, or choose to provide to you in our discretion, in connection with your Wings Financial Products or our Electronic Services.

We may also use electronic signatures and obtain them from you as part of our transactions with you. Electronic Records may be delivered to you in a variety of ways. These various delivery methods are described in the agreements we may have with you from time to time for your Wings Financial Products and our Electronic Services. In some cases, you will be able to choose whether to receive certain Communications electronically, or on paper, or both. We will provide you with instructions on how to make those choices when they are available.

We may always, in our sole discretion, provide you with any Communication in writing, even if you have chosen to receive it electronically.

Sometimes the law, or our agreement with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we specifically tell you in another Communication how you may deliver that notice to us electronically.

- 2. Your option to receive paper copies. If we provide Electronic Records to you, and you want a paper copy, you may contact the appropriate customer service unit and request a paper version. You will find the appropriate contact information in the account statement or agreement for the Wings Financial Product related to the Electronic Record. You may have to pay a fee for the paper copy unless charging a fee is prohibited by applicable law. Please refer to the agreement for the applicable Wings Financial Product for any fee that may apply for paper copies.
- 3. Your consent covers all Wings Financial Products; Privacy Policies. Your consent covers all Communications relating to any Wings Financial Product and Electronic Service. Your consent remains in effect until you give us notice that you are withdrawing it.

From time to time, you may seek to obtain a new Wings Financial Product or Electronic Service from us. When you do, we may remind you that you have already given us your consent to use Electronic Records and signatures. If you decide not to use Electronic Records and signatures in connection with the new product or service, your decision does not mean you have withdrawn this consent for any other Wings Financial Product or Electronic Service.

You agree that we may satisfy our obligation to provide you with an annual copy of our Privacy Policy by keeping it available for review on <a href="www.wingsfinancial.com">www.wingsfinancial.com</a>, or, with prior notice to you, on another website where we offer Electronic Services.

- 4. You may withdraw your consent at any time; Consequences of withdrawing consent; How to give notice of withdrawal. You have the right to withdraw your consent at any time. Please be aware, however, that withdrawal of consent may result in the termination of:
  - your access to our Electronic Services, including online and mobile banking, and
  - your ability to use certain Wings Financial Products.

Your withdrawal of consent will become effective after we have had a reasonable opportunity to act upon it. If you are receiving online account statements, the termination will cause paper statements to be mailed to you via the U.S. Postal Service or other courier. Depending on the specific Wings Financial Product, if you withdraw consent we may charge higher or additional fees for that product or for services related to it. Please refer to the agreement for the applicable Wings Financial Product for any fee that may apply.

To withdraw your consent:

- You must contact us at <u>800-692-2274</u> or write to us at Wings Financial Credit Union, attn.: Account Services, 14985 Glazier Avenue, Apple Valley, Minnesota 55124.
- 5. You must keep your email or mobile phone number(s) current with us. If you have given us an email address or mobile phone number(s), you must promptly notify us of any change in your email address or mobile phone number(s). You may change the email address we have on record for you by going to the Account Services page within the CU Online website and updating your contact

information. You may change the mobile phone number(s) we have on record for you by going to the account management page within the CU Online website for each Wings Financial Product you have linked to that address. There may be other, special Wings Financial Products for which we provide separate instructions to update your email or other mobile phone number(s).

- 6. Hardware and software you will need. To receive Electronic Records, you must have:
  - A connection to the Internet
  - An Internet browser that supports 128 bit encryption
  - A Computer and internet browser that meet our system requirements, as may be set out on our website
  - Sufficient electronic storage capacity on your computer's hard drive or other data storage unit
  - An active email address if you choose to receive email alerts
- 7. Changes to hardware or software requirements. If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain your Electronic Records, we will give you notice of the revised hardware or software requirements. Continuing to use Electronic Services after receiving notice of the change is reaffirmation of your consent.
- 8. Your enrollment in Electronic Services using our equipment. If you enroll for an Electronic Service through one of our customer service representatives or using our equipment, your enrollment may not be complete until you take additional action. We will advise you, at the time of your enrollment, of any additional action you must take. If you take the required action, it is an affirmation of your consent to use electronic records and signatures under the terms of this ESIGN Disclosure and Consent.

Please indicate your consent to use electronic signatures and use and receive electronic records from us by clicking on the "I accept" button below. By providing your consent, you are also confirming that you have the hardware and software described above, that you are able to receive and review electronic records in the manner we have described above, and that any email address or mobile phone number(s) you have provided to us are active and valid. You are also confirming that you are authorized to, and do, consent on behalf of all the other account owners, authorized signers, authorized representatives, delegates, and/or service users identified with your Wings Financial Products.