

# CONSUMER DISCLOSURE

From time to time, 1st Northern California Credit Union (we, us or Credit Union) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "Start Application" button at the bottom of this document.

# Types of Notices and Disclosures Provided Electronically

By clicking on the box "I have read and agreed to the Electronic Consent Agreement" and clicking on the "Start Application" button, you are providing your consent to Credit Union providing you notices and disclosures related to your relationship with us electronically, including but not limited to the following types of notices and disclosures:

- This E-SIGN Disclosure and any amendments hereto;
- Disclosures, agreements, notices and other information related to the opening of an account, or initiation of a product or service including, but not limited to, account agreements, fee schedules or other disclosures or notices that may be required by the Truth in Savings Act, Electronic Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm-Leach-Bliley Act, the Real Estate Settlement Procedures Act or other applicable federal or state laws and regulations;
- Service or end-user agreements for access to the Credit Union's online services;
- All of the periodic account and activity statements, disclosures and notices we provide to you concerning your Credit Union accounts;
- Any notice or disclosure regarding fees we may assess, including late fees, overdraft fees, and returned item fees;
- Notices of amendments to any of your agreements with us;
- Notices of meetings or ballots or similar communications about your membership;
- Our privacy policy and other privacy statements or notices; and
- Other disclosures and notices that we are legally required to provide to you, or choose to provide to you in our discretion.

WE ARE REQUIRED TO OBTAIN YOUR CONSENT BEFORE DELIVERING COMMUNICATIONS ELECTRONICALLY. YOU UNDERSTAND THAT YOUR CONSENT ALSO PERMITS US TO ELECTRONICALLY DELIVER TO YOU, INITIALLY AND ON AN ONGOING BASIS, ALL FUTURE COMMUNICATIONS RELATED TO YOUR MEMBERSHIP AND ACCOUNT(S) WITH US. YOUR CONSENT WILL ALSO APPLY TO ANY OTHER PERSON NAMED ON YOUR ACCOUNT(S) AS A JOINT OWNER. PLEASE READ THIS E-SIGN DISCLOSURE CAREFULLY BEFORE GIVING CONSENT.

## **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

#### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

#### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

## All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures and disclosures us.

## How to contact 1st Northern California Credit Union:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: <a href="mailto:remoteservices@1stnorcalcu.org">remoteservices@1stnorcalcu.org</a>

## To advise 1st Northern California Credit Union of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures

electronically to you, you must send an email message to us at <u>remoteservices@1stnorcalcu.org</u> and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

### To request paper copies from 1st Northern California Credit Union

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to <u>remoteservices@1stnorcalcu.org</u> and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

#### To withdraw your consent with 1st Northern California Credit Union

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- Decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- Send us an e-mail to <u>remoteservices@1stnorcalcu.org</u> and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

#### **Required hardware and software**

Operating Systems:	Windows <sup>®</sup> 2000, Windows <sup>®</sup> XP, Windows Vista <sup>®</sup> ; Mac OS <sup>®</sup> X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat <sup>®</sup> or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

#### Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or

save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I have read and agreed to the Electronic Consent Agreement' box within the New Account Opening website page.

- You can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- You can print on paper the disclosure or save or send the disclosure to a place where you can print it, for future reference and access; and
- Until or unless you notify 1st Northern California Credit Union as described above, you consent to receive from us exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by 1st Northern California Credit Union during the course of your relationship with us.