



ESIGN Disclosure and Consent

This ESIGN Disclosure and Consent ("Disclosure") addresses the circumstances under which you consent to receive communications from us in an electronic form that we are required by law to provide to you in writing, in addition to other communications that we provide to you in connection with your membership and accounts with Pelican State Credit Union.

For purposes of this Disclosure, the words "you" and "your" mean the primary accountholder and all joint accountholders. The words "we," "our," "us," and "Credit Union" mean Pelican State Credit Union. "Account(s)" means any accounts you have with us, and all products or services you obtain from us. "Communication" means any member disclosures and agreements (including amendments thereto), monthly (or other periodic) billing or account statements, tax statements, notices, responses to claims, transaction history, privacy policies and all other information related to the Account(s), including but not limited to information that we are required by law to provide to you in writing. Such Communications may include, but are not limited to:

- This 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 Banking services;
- All Communications related to any Credit Union product or service, except for those excluded by the terms of this Disclosure;
- All of the periodic account and activity statements, disclosures, and notices we provide to you concerning your Credit Union Account(s);
- Any notice or disclosure regarding fees we may assess, including late fees, overdraft fees, and returned item fees;
- Notices of changes to any of your agreements with us;
- 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 DISCLOSURE CAREFULLY BEFORE GIVING CONSENT.

Types of Communications You Will Not Receive in Electronic Form. This Disclosure does NOT apply to:

- Any notice of default, acceleration, repossession, foreclosure, or eviction, or the right to cure or reinstate or redeem under a credit agreement secured by your primary residence;
- Any transactions subject to Article 9 of the Uniform Commercial Code; and
- Any other communications that we determine, in our sole discretion, you should receive in paper rather than electronic form.

Such notices and disclosures will be mailed to the primary address we have for you in our records or otherwise delivered as required by law or the governing agreement.

Consent to Receive Disclosures Electronically and Scope of Consent. By clicking "I Agree" below, you are affirmatively consenting, initially and on an ongoing basis, to receive Communications related to your membership and Account(s) with us in electronic form, and that we may discontinue sending paper Communications to you, unless you withdraw your consent as described below.

E-mail Address and Keeping Your Information Current. You agree to provide us with and maintain a valid, active e-mail address. It is your responsibility to notify Pelican State Credit Union of any change to your e-mail address. E-mail addresses setup to receive Communications can be maintained through Online Banking. You may also submit your changes by sending your instructions to us via U.S. mail to Pelican State Credit Union, P.O. Box 40088, Baton Rouge, LA 70835, or by visiting one of our branches. We are not liable for any third-party incurred fees, other legal liability, or any other issues or liabilities arising from statements or notifications sent to an invalid or inactive e-mail address that you have provided.

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 website that we will designate in an e-mail notice we send to you at the time the information is available; (3) by requesting you download a PDF file containing the Communication.

How to Withdraw Consent. You have the right to withdraw your electronic consent to conduct business electronically by calling us at (800) 351-4877 or (225) 408-6100, by e-mailing us at MyBranch@PelicanStateCU.com, by sending your instructions to us via U.S. mail to Pelican State Credit Union, P.O. Box 40088, Baton Rouge, LA 70835, or by visiting one of our branches. **If you withdraw your consent you will no longer receive electronic delivery or have access to Communications, may not be able to open additional accounts or request additional products and services online or utilize Pelican State Credit Union online services to which you have enrolled, or view or print/download this or the above listed agreements and disclosures through our website.** 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. Any withdrawal of your consent to receive electronic Communications will be effective only after we have had a reasonable period of time to process your request. Your consent will remain in force until withdrawn in the manner provided in this section.

Hardware and Software Requirements. You represent that you have the ability to access and retain communications electronically. You represent that you satisfy the computer hardware and software requirements specified below to use the website. You represent that you have access to the internet, that you have an e-mail account capable of receiving communication from us, that you have Adobe Reader, and that you have one of the following web browsers capable of supporting 128-bit SSL encrypted communications, and hardware capable of running it:

- Internet Explorer version 8.0 or higher
- Firefox version 3.0 or higher
- Chrome 14.0 or higher
- Safari 5.0 or higher

Your Right to Receive Paper Communications. We will not send you a paper copy of any Communication we send to you in electronic form, unless you request it or we otherwise deem it appropriate to do so. You may obtain a paper copy of an electronic Communication by printing it yourself or by Contacting us at (800) 351-

4877 or (225) 408-6100, and identifying the specific record requested, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. A fee to request paper copies of Communications may be imposed as set forth in our [Fee Schedule](#). 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.

All Communications, Agreements and Disclosures ARE "In Writing". The ESIGN Disclosure and Consent and all Communications, agreements, disclosures, and notices delivered or otherwise made available to you electronically are considered "in writing" and are available to you in a form you may keep by either printing or downloading the documents, or by requesting a paper copy from us. You should print or download for your records a copy of this Disclosure and any other Communication that is important to you.

Federal Law. You acknowledge and agree that your consent to receive 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 ("ESIGN Act"), and that you and we both intend that the ESIGN Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

Termination or 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.

Agreement. By clicking on "I Agree" below, you affirmatively consent to receive, and acknowledge that you can receive, access, and retain electronically, Communications. You acknowledge that you have read and agree to the terms in this Disclosure and that your computer system meets the minimum system requirements described herein. You understand and agree that the Credit Union will not be liable for any loss, liability, cost, expense, or claim for acting upon this authorization or arising from your use of the products or services provided pursuant to this Disclosure.