



## Electronic Records and Signature Disclosure (E-Sign Consent)

In 2000, Congress enacted the Electronic Signatures in Global and National Commerce Act ("ESIGN" or "the Act"), to facilitate the use of electronic records and signatures in interstate and foreign commerce by ensuring the validity and legal effect of contracts entered into electronically.

SAFE Credit Union (we, us, or SAFE) may, as a result of this specific transaction request initiated by you, send you electronic documents which may require completion using the DocuSign Inc. (DocuSign) electronic signature service.

### Scope of consent

Described below are the terms and conditions for providing such documents electronically through the DocuSign electronic signature service. This consent applies to your specific transaction request, and will remain in effect through the course of this specific transaction or until withdrawn by you. This consent does not apply to subsequent transactions or other requests to receive electronic documents. Be sure to 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, confirm your agreement by clicking the "I agree" statement.

### If you prefer to complete this transaction in a paper format

If you elect to receive requested document(s) in paper format, it will slow the speed at which we can complete the transaction with you because we will first need to send the documents to you in paper format and then wait until we receive the document(s) back from you.

### Electronic document delivery

You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session. After such time, you may request paper copies of documents. Refer to the "Getting paper copies" section below for contact and fee information.

### Withdrawing consent

If you do not wish to complete a transaction via electronic means using the DocuSign electronic signature service, you may select the option to "Decline to Sign." This will indicate to us that you have withdrawn your consent to use the DocuSign electronic signature service to complete and electronically sign the documents that you had requested from us.

### Getting paper copies

At any time, you may request a paper copy of any record provided or made available electronically to you by us that was completed using the DocuSign electronic signature service by contacting us at **(916) 979-7233** or **(800) SEE-SAFE** or visiting any SAFE branch. Paper copies of records are provided at no charge.

### Required hardware and software

You understand it is your responsibility to maintain the proper equipment and software that will enable you to view, save, and print electronic documents and disclosures. [Click here](#) to view current system requirements. Minimum requirements are subject to change.

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

If you consent to receiving documents in electronic format on the terms and conditions described above, let us know by clicking the "I agree" statement.

By checking the "I agree" statement, I confirm that:

- I can access and read this Electronic Records and Signature Disclosure, and CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DOCUMENTS; and
- I can print on paper the electronic document or am able to save the document to a place where I can print it, for future reference and access; and
- until or unless I notify SAFE as described above, I consent to receive from SAFE selected documents that I have requested exclusively through electronic means during the course of this transaction.

### **Indemnification**

You agree to indemnify, defend, and hold SAFE and its employees, officers, directors, affiliates, agents, licensors, independent contractors, or subcontractors, and third party service providers harmless from any and all third party claims, liability, damages, and/or costs (including, but not limited to, reasonable attorneys' fees) arising from, or out of, your use of the services, any fraud or breach by you of the terms of this Agreement, or your failure to comply with any applicable laws or regulations.

### **Governing Law/Jurisdiction/Severability**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California and any applicable Federal laws and regulations. You irrevocably submit to the jurisdiction of any Federal or State court sitting in the State of California for any action that we bring and agree that, in any action brought under this Agreement, venue shall be placed in Sacramento County. A determination that any part of this Agreement is invalid or unenforceable will not affect the remainder of this Agreement.

### **Alterations and Amendments**

The terms of this Agreement and applicable fees may be altered or amended by us from time to time. The current version of the Electronic Records and Signature Disclosure (E-Sign Consent) is available for review and acceptance each time you engage in the DocuSign electronic signature service.

### **Liability**

We will not be responsible for any loss, damage, or injury whether caused by the equipment, software, and/or service, nor shall we be responsible for any direct, indirect, special, or consequential damages arising in any way out of the installation, use, or maintenance of your equipment or software where the law requires a different standard. We do not make any warranties concerning the equipment, software, or any part thereof, including without limitations, any warranties for a particular purpose or warranties of merchantability. We also accept no responsibility for your email address or for anyone accessing your emails. Notwithstanding any provision to the contrary contained in this agreement, we shall be responsible only for performing the services as expressly provided for in this agreement. We shall be liable only for material losses that are the direct result of our own negligence or intentional misconduct in performing these services. We shall have no liability for failure to perform any services or for any disruption or delay in performing services in the event such failure, disruption, or delay is due to circumstances beyond our reasonable control, including, but not limited to, failure or disruption of electric power, computer equipment, telecommunications systems, your ISP, or weather conditions.

### **Security**

We will use commercially reasonable measures, consistent with industry standards, to maintain a reasonable level of security over the information contained in the electronically delivered communications. Our security consists of 128-bit encryption of the data on the communications to protect it while in transit over the internet. You understand that these industry standards are dynamic and constantly developing. By accepting the terms of this agreement, you acknowledge and understand that there are risks to electronic delivery of account communications, including, but not limited to, delay or failure of delivery due to technical difficulties, weather conditions (including but not limited to sun spots), matters beyond our reasonable control, or interception and/or alteration of such account statement(s) and notices by third parties in spite of our commercially reasonable security measures.