

Electronic Notices Disclosure and Agreement

As used herein, the terms "Landmark", "us," "we," or "our" and any variation thereof means Landmark Credit Union, including any directors, officers, employees, and any agent, independent contractor, designee, or assignee the we may, at our sole discretion, involve in the provision of the Online Service; "you", "your" or "Member" means (1) an individual or entity that is the owner of an account or a party-in interest to an account (such as a grantor, beneficiary or co-trustee of a trust account) or (2) an individual authorized by an account owner or a party-in-interest to view account information and/or effect transactions in an account; "Account" has the meaning attributed to it in the Account Agreement as may be from time-to-time amended; "Communications" means any member agreements or amendments thereto, monthly billing or account statements, tax statements, disclosures, notices, responses to claims, transaction history, privacy policies and all other information related to any product, service or account, including but not limited to information that we are required by law to provide to you in writing; "Online Services" means any applicable product, service or functionality offered through Landmark's website and mobile applications and associated documentation and information we may provide through the website and mobile applications either now or in the future. The term also includes certain third-party digital platforms as determined by us from time to time. Some services are governed by additional terms outlined in a separate agreement and may require you to meet eligibility requirements and enroll separately.

You have the right and an option to receive certain Communications in paper form. By consenting to this Electronic Notices Disclosure and Agreement ("Agreement"), you acknowledge that you have read, understand, and agree to be bound by the terms and conditions described below and consent to receive Communications electronically according to the process described below. This Agreement applies to all Communications for Landmark products, services and accounts offered or accessible through the Online Service, or a mobile application or mobile website used to access the Online Service, that are not otherwise governed by the terms and conditions of an electronic disclosure and consent that we may provide to you electronically in the future.

Please note that you may be asked to consent to this Agreement more than once during the course of our relationship with you and when signing up for new products or services. Your consent to receive electronic Communications under this Agreement does not automatically enroll you in E-Statements or E-Notices. You must separately enroll to receive E-Statements and E-Notices and confirm that you would like to stop receiving paper account statements and notices through Online Banking.

1. **Scope of Communications to Be Provided in Electronic Form.** You agree that we may provide you with any Communications 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 Communications in electronic form includes, but is not limited to the following Communications produced during the course of our relationship with you and not specific to any one transaction:
 - This Electronic Notices Disclosure and Agreement and any amendments there to;
 - Our Online, Mobile and Electronic Banking Services User Agreement, other service, or user agreements for online or mobile access to our Online Services (such as the

Account to Account Transfer Services, Popmoney Transfer Service, and Bill Payment Services), and all amendments to any of these agreements;

- Notices of change in terms for your accounts, products and services;
- All of the periodic account and activity and billing statements, disclosures and notices we provide to you concerning your Landmark accounts and transactions;
- Any loan agreements and related documentation and disclosures;
- Any notice or disclosure regarding insufficient funds, account overdrafts, negative accounts and past due payments and fees or assessments of any kind, including late fees, overdraft fees, over limit fees, and returned item fees;
- Safe deposit box rental and home equity credit line renewal notices;
- Certificate maturity notices;
- Privacy policies;
- Year-end tax statements for dividends and mortgage interest paid;
- Responses to claims; and
- All other information related to the products, services, or accounts, including but not limited to information and disclosures that we are required by law to provide to you in writing.

2. **Method of Providing Communications to You in Electronic Form.** All Communications that we provide to you in electronic form will be provided by one or more of the following methods: (i) via email, (ii) by access to a website, including our mobile websites, that we will designate in an email notice we send to you at the time the information is available, (iii) to the extent permissible by law, by access to a website, including our mobile websites, that we will generally designate in advance for such purpose, (iv) via our mobile applications, or (v) by requesting you download a PDF file containing the Communication. Communication by email is considered to be sent at the time that it is directed by us to the email address you provided and will be deemed to have been received by you when we send it to you, whether or not you receive the email. We will notify you by email at the email address you have provided or by a message within Online Banking or Mobile Banking when new Communications are available for viewing. You agree that these are reasonable procedures for sending and receiving Communications electronically.

3. **How to Withdrawal Consent.** You may withdraw your consent to receive Communications in electronic form by contacting us at (262) 796-4500, or (800) 871-2110 if outside the Milwaukee Metro area, or, for EStatements and E-Notices, by changing your delivery preferences within the Online Banking.

There are no fees for choosing to withdraw your consent and begin receiving documents in paper form. However, withdrawing your consent to receive statements electronically for your Premium Checking Account may result in reduction of APY that you earn on that account. Please refer to your Account Agreement for additional information. Additionally, withdrawing your consent to receive Communications electronically may make you ineligible to receive some of the Online Services.

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 a reasonable period of time to process your withdrawal.

4. **How to Update Your Records.** It is your responsibility to provide us with true, accurate and complete email address, contact, and other information related to this Agreement and your account(s), and to maintain and update promptly any changes in this information. You can update information (such as your email address) through Online Banking, at any of our branch locations or by contacting us at (262) 796-4500, or (800) 871- 2110 if outside the Milwaukee Metro area. If you do not update your email address, your Communications will still be available to you through Online Banking, however, you will no longer receive an email notification until you update your email address.

5. **Hardware and Software Requirements.** To receive an electronic copy of the Communications you must have the following equipment and software:
 - A personal computer or other device which is capable of accessing the Internet.
 - A printer if you wish to print out and retain records on paper and electronic storage if you wish to retain records in electronic form.
 - An email account and email software capable of reading and responding to your email.
 - An Internet web browser which is capable of supporting 128-bit SSL encrypted communications, which requires a certain version of a web browser and your system or device must have 128-bit SSL encryption software. You can find the most recent recommended browser versions here. Your access to this page verifies that your browser and encryption software/device meet these requirements.
 - Software which permits you to receive and access Portable Document Format or “PDF” files, such as Adobe Acrobat Reader® version 8.0 and above (available to download at <http://www.adobe.com/products/acrobat/readstep2.html>).

6. **Requesting Paper Copies.** You should not expect to receive a paper copy of any Communication, 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 or downloading it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, contact us by telephone at (262) 796-4500, or (800) 871- 2110 if outside the Milwaukee Metro area, or by logging in to the Online Service and sending a request using your Secure Inbox. We may charge you a reasonable service charge, for the delivery of paper copies of any Communication provided to you electronically pursuant to this authorization. For copy fees that may apply, please refer to Landmark’s Fee Schedule at www.landmarkcu.com/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 to you electronically.

7. **Communications in Writing.** All Communications in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of this Agreement and any other Communication that is important to you. You will be able to access your documents online for a period of, generally, 3 to 24 months depending on the document and the process or transaction that it relates to.
8. **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 (the "Act"), 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.
9. **Termination/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.