

## **Consent Disclosure to Receive Electronic Communications Regarding Your Skills Fund Account(s)**

Please read this document carefully, and print a copy for your reference.

### **Disclosure Definitions**

This Consent to Receive Electronic Communications Regarding Your Skills Fund Account(s) ("Consent Disclosure," "Consent") applies to all Communications for those products and services offered through the Account Access service and which are subject to this Consent.

As used in this Consent, "we," "us," and "our" refer to Skills Fund LLC ("Skills Fund"), and the words "you" and "your" mean you, the individual(s) or entity(ies) identified on the Account(s).

"Account" means the loan account(s) you are initiating an application for or any existing loan account(s) already owned or serviced by us.

"Account Access" means access to any system or online product or service we provide you to initiate a student loan application or to access and/or make payments to your Account(s).

"Communication" means any customer agreements or amendments thereto, notices, disclosures, responses to claims, privacy policies, transaction history, statements and all other information related to your Account, including but not limited to information that we are required by law to provide to you in writing.

### **Scope of Communications to be Provided in Electronic Form**

When you use a product or service to which this Consent applies, 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 electronic Communications and transactions includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with the product or service available through the Account Access for your Account.
- All new Account(s) that you apply for electronically.
- Notices or disclosures about a change in the terms of your Account or associated payment features and responses to claims.
- Privacy policies, statements and notices.

### **Method of Delivery**

If you agree to this Consent, we may send you electronic Communications by any lawfully permitted electronic manner, including (1) by e-mail at the primary e-mail address you have provided to us, (2) by access to a Web site that we will designate in an e-mail or other form of electronic notification we send to you at the time the information is available, (3) to the extent permissible by law, by access to a Web site that we will designate in advance for such purpose, (4) or any other location by agreement.

## Withdrawing Your Consent

You may withdraw your consent to receive electronic Communications by contacting us at:

Skills Fund  
P.O. Box 659703  
West Des Moines, IA 50265-0970

You will not be able to apply for a loan on our Web site if you withdraw your consent to communicate with us electronically as part of the loan application process. If you withdraw your consent to communicate with us electronically after you have received a loan, you will no longer be able to access your Account(s) using this Web Site. However, all previously agreed to terms and conditions in connection with your Account(s) will remain in effect, and we will send Communications to your home address on file.

## Updating Your Records

You are responsible for providing us with true, accurate and complete e-mail address, home mailing address, other demographic information and other information related to this Consent and your Account(s). You must also keep us informed of any changes in this information. You can update information (such as your e-mail address) by contacting us by:

Phone	U.S. Mail
(855) 757-6081	Skills Fund P.O. Box 659703 West Des Moines, IA 50265-0970

## Hardware and Software Requirements

To access, view and retain electronic Communications that we make available to you, you must have:

- An Internet browser that supports HTML 4.0, Graphic Interchange Format (GIF), and SSL encryption.
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit.
- A personal computer, operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying and either printing or storing Communication received from using electronic form via a plain text-formatted e-mail or by access to our Web site using one of the browsers specified above.
- Adobe Reader®5.0 or higher to open or save a portable document format (PDF) file.

## Requesting Paper Copies

We will send you a paper copy of any Communication upon your request only. You can obtain a paper copy of an electronic Communication by printing 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:

Phone	U.S. Mail
(855) 757-6081	Skills Fund P.O. Box 659703 West Des Moines, IA 50265-0970

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.

### **Communications in Writing**

After you agree to this Consent, all Communications in electronic format from us to you will be considered “in writing.” You should print or download for your records a copy of this Consent and any other Communication that is important to you. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) Communication that you have authorized us to provide electronically.

### **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 (ESIGN). You also acknowledge and agree that you and we both intend that ESIGN apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

### **Termination and Changes**

We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communication or to terminate, change, modify, limit or add to the terms and conditions on which we provide electronic Communication. We will provide you with notice of any such termination, change, modification, limitation or addition as required by law.

### **Consent**

By agreeing to the terms described above, you confirm that you have computer hardware and software that meets the requirements above; you have provided us, at your option, with a current e-mail address to which we may send electronic Communications to you, you have successfully accessed this Consent Disclosure, and you consent to receiving electronic Communications for your selected Account(s). You understand that by doing so, you may no longer receive such communications related to your Account(s) in paper form. If you do not agree to the terms described above, you will not be sent the Communications.

**Authorization.** I authorize the school, the lender, the guarantor, the U.S. Department of Education and their respective agents and contractors to contact me regarding my loan(s), including repayment of my loan(s), at the current or any future number that I provide for my cellular phone or other wireless device using automated phone dialing equipment or artificial or prerecorded voice or text messages.