

DISCLOSURE AND CONSENT TO RECEIVE ELECTRONIC DELIVERY OF RECORDS ("AGREEMENT")

Please read this Agreement carefully, print a copy, and/or retain this information electronically for future reference.

1. DEFINITIONS.

The following words and phrases shall have the meanings given to them, unless the context clearly indicates otherwise:

"Modern Woodmen," "We," "Us," or "Our": Modern Woodmen of America, 1701 1st Avenue, Rock Island, IL 61201. "Modern Woodmen" shall also include Modern Woodmen's subsidiaries and affiliates.

"Agreement": This Disclosure and Consent to Receive Electronic Delivery of Records form.

"Certificate": A contract of insurance or an annuity between Modern Woodmen and You.

"Records": Any and all disclosures, declarations, contracts, Certificate forms, claim forms, illustrations, Certificates and/or documents, information, requests, Certificate applications, communications, terms, reports (including annual reports), and/or notices (including premium due notices) required by state or federal law, including, but not limited to, any adverse action notices or privacy policy notices. "Records" does not include notices indicating the cancellation, nonrenewal, or termination of health insurance or benefits or life insurance benefits (excluding annuities).

"You," "Your," or "Owner": The person(s), entity, or interest described in any ownership and control provision of the Certificate(s) associated with the Modern Woodmen member account accessed to initiate this Agreement.

2. INTRODUCTION.

From time to time, to the extent permitted by law, Modern Woodmen may use the Internet, electronic mail ("email"), digital media, or other electronic means to transmit Records and/or related information to you as an owner of a Modern Woodmen Certificate or other product, including by sending notice to You via email containing a link to a Record available through a secure log in to Modern Woodmen's member website (accessible from www.modernwoodmen.org) or Modern Woodmen's mobile application. Modern Woodmen may also send You Records via email as text or attachments to such emails. This Agreement informs You of Your rights when conducting these transactions electronically with Modern Woodmen.

3. GEOGRAPHIC RESTRICTIONS – INTERNATIONAL RESIDENTS.

Modern Woodmen is based in the State of Illinois in the United States of America. We provide electronic delivery of Records for use only by persons located in the United States. We make no claims that electronic delivery of Records is accessible, appropriate, or legal outside of the United States. If You reside outside of the United States, You may not consent to receive electronic delivery of Records. Paper copies of Records will be sent to You if You reside outside of the United States.

4. HARDWARE AND SOFTWARE REQUIREMENTS.

Before agreeing to receive Records electronically, You must determine if You have the necessary hardware and software to access and retain Records electronically. To access Your Records, You will need an email address,

Adobe Acrobat Reader (or a similar software), and a personal computer or other device which is capable of accessing the Internet and connecting to a web browser. To retain Your Records, Your access device must have the ability to download to Your hard drive, or any external media storage, or to print the Records, as well as embedded HTML files.

If, after You have consented to the terms and conditions of this Agreement, a change in the hardware or software requirements needed to access electronic Records creates a material risk that You will not be able to access or retain subsequent electronic Records that are the subject of this Agreement, upon request Modern Woodmen will provide You with a statement of the revised hardware and software requirements for access to and retention of the electronic Records, and the right to withdraw Your consent without imposition of any fees for such withdrawal and without imposition of any condition or consequence that was not disclosed under this Agreement. You are responsible for ensuring that neither Your software nor Your Internet service provider inhibits or interferes with the notices, communications, and delivery of Records described in this Agreement.

5. SCOPE OF CONSENT.

Your consent to receive electronic delivery of Records applies to any and all Records and/or any information or electronic communications related to any Certificate(s) owned by You, with the exception of the cancellation, nonrenewal, or termination of health insurance or benefits or life insurance benefits (excluding annuities). Your consent to receive electronic delivery of Records shall not be used to confirm Your consent to transact future insurance transactions electronically. You will receive any Records required by and permitted to be received by electronic delivery by state or federal law through the Modern Woodmen member website, mobile application, or email address you provide. If a law requires Us to provide, send, or deliver information in writing to You by a specified manner, such as by U.S. mail, We will continue to do so.

6. OPTION TO OBTAIN PAPER COPIES OF RECORDS.

Modern Woodmen will only transmit Records related to Your Certificate(s) through electronic delivery if You consent to such delivery via this Agreement. **Your consent is voluntary.** You have the option to request that Modern Woodmen provide You with paper copies of those Records We provide to You electronically through the Modern Woodmen member website or mobile application, the email address You provide, or another electronic means. If You wish to obtain Records in non-electronic form, You must update Your preferences by logging into Your Modern Woodmen member account at www.modernwoodmen.org or through the Modern Woodmen member mobile application. Modern Woodmen will provide one paper copy per year of any Record, at no charge to You, upon Your request. Modern Woodmen reserves the right to charge for duplicate copies of Records.

7. RIGHT TO WITHDRAW CONSENT AND PROCEDURES FOR WITHDRAWAL.

You may withdraw Your consent or “opt out” of receiving Your Records electronically at any time by updating Your preferences on Your Modern Woodmen member account by logging into Your account at www.modernwoodmen.org or by logging into Your account by using the Modern Woodmen mobile application. Once You withdraw Your consent by updating Your preferences, with the exception of email communications, communications and delivery of Records to You will continue to be processed in non-electronic form at no charge. Withdrawal of Your consent shall not affect the legal effectiveness, validity and/or enforceability of Records provided or made available to You via electronic delivery prior to implementation of Your withdrawal of consent. Your withdrawal of consent shall be effective within thirty (30) days after receipt by Modern Woodmen of Your withdrawal request via Your preferences updates. Should You have difficulty updating Your preferences, contact Modern Woodmen at our home office Service Center using the contact information available here: www.modernwoodmen.org/contact-us

8. UPDATING YOUR CONTACT INFORMATION.

To update or correct Your email address, You must update Your preferences on Your Modern Woodmen member account by logging into Your account at www.modernwoodmen.org or by logging into Your account by using the Modern Woodmen mobile application. By consenting below, You acknowledge receipt of this Agreement, and agree to the electronic delivery of Your Records at our Modern Woodmen member website or mobile application, or through the email address You provide. You are responsible for providing Us with a valid email address to which You have regular access, and You are responsible for immediately notifying Us of any change of email address.

9. AMENDMENT AND MODIFICATIONS.

Modern Woodmen reserves the right, in our sole discretion, to discontinue the use of the electronic delivery of Records. We also reserve the right to require You to accept an amended version of this Agreement as a condition for the continued electronic delivery of Records.

10. CONSENT AND ACKNOWLEDGMENT.

BY AFFIRMATIVELY RESPONDING TO THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU CAN ACCESS AND RETAIN THE ELECTRONIC RECORDS IN THE FORMAT DESCRIBED ABOVE, AND YOU CONSENT TO HAVING MODERN WOODMEN PROVIDE RECORDS TO YOU ELECTRONICALLY VIA THE MODERN WOODMEN MEMBER WEBSITE OR MOBILE APPLICATION, EMAIL, OR OTHER ELECTRONIC MEANS. YOU ACKNOWLEDGE THAT YOUR CERTIFICATE(S), AND ANY AND ALL CERTIFICATE(S) RECORDS, WILL BE DEEMED TO HAVE BEEN DELIVERED TO YOU IF THEY ARE SENT TO YOUR EMAIL ADDRESS AS IDENTIFIED IN YOUR MODERN WOODMEN MEMBER ACCOUNT PROFILE/PREFERENCES AND/OR THIS AGREEMENT, OR VIA ANY OTHER METHOD OF DELIVERY SPECIFIED IN THIS AGREEMENT. YOU FURTHER ACKNOWLEDGE AS PART OF YOUR ACCEPTANCE OF THE TERMS OF THIS AGREEMENT THAT CERTAIN RECORDS TO BE DELIVERED ELECTRONICALLY MAY CONTAIN CONFIDENTIAL INFORMATION AND INFORMATION REGARDING YOUR PERSONAL FINANCIAL MATTERS (“PERSONAL FINANCIAL INFORMATION”) AND OTHER PERSONALLY IDENTIFIABLE INFORMATION. YOU CONSENT TO THE DELIVERY OF SUCH CONFIDENTIAL INFORMATION, PERSONAL FINANCIAL INFORMATION, AND PERSONALLY IDENTIFIABLE INFORMATION BY THE ELECTRONIC MEANS SPECIFIED IN THIS AGREEMENT. THE CONSENT YOU GRANT IN THIS AGREEMENT SHALL REMAIN IN EFFECT UNTIL WITHDRAWN BY YOU PURSUANT TO SECTION 7 OF THIS AGREEMENT.

By checking “I agree to the **Disclosure and Consent to Receive Electronic Delivery of Records**,” and clicking “Save” You agree to the terms and conditions of this Agreement, including the following: You have read and understand the information in this Agreement about the use and electronic delivery of Records. You have been able to view this information electronically. You have access to an account with an Internet service provider, and You are able to send and receive email with hyperlinks to websites and attached files. By electronically signing this Agreement, You consent to the electronic delivery of Records and/or any information or electronic communications related to Your Certificate(s) as permitted in this Agreement. You agree that Your consent is legally binding and enforceable and the legal equivalent of Your handwritten signature.



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