

Online Service E-Sign Disclosure and Consent

This Online Service E-Sign Disclosure and Consent ("**Disclosure**"), applies to all Communications for those products, services and Accounts offered or accessible through Online Banking, or a mobile application used to access Online Banking, that are not otherwise governed by the terms and conditions of an electronic disclosure and consent. Please note that consenting to receive Communications under this Disclosure will not automatically enroll you in Paperless Statements.

The words "**we**," "**us**," and "**our**" refer to the entity with which you have your Account and its affiliates, and the words "**you**" and "**your**" mean you, the individual(s) or entity identified on the Account(s). As used in this Disclosure, "**Account**" means the account(s) you have with us now or in the future, including ones which you open through Online Banking. "**Communication**" 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 the product, service, loan, or Account, including but not limited to information that we are required by law to provide to you in writing. "**Online Service**" means Texas Trust Credit Union Online Services.

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 electronic communications and transactions includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with the Account or the product or service available through Online Banking for your Account. As an example, Texas Trust Credit Union may send by e-mail legally required notification of changes to terms and conditions related to your Account(s) or Online Banking.
- Notices or disclosures about a change in the terms of your Account or associated payment feature and responses to claims.
- Privacy policies and notices
- Monthly (or other periodic) billing or account statements for your Account(s) or such other Related inserts and Communications we may include from time to time as part of the enrollment in the Paperless Statements program ("**e-Statements**"). Related inserts may include, but are not limited to, marketing documentation and documentation required to be provided to you pursuant to regulatory rules, such as privacy notices and other important information regarding your account.

Your consent to receive electronic Communications does not automatically enroll you in e-Statements. You must separately confirm that you would like to stop receiving paper account statements (and any other types of Communications we may include in Paperless Statements) by U.S. Mail.

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: (1) via e-mail, (2) by access to a web site that we will designate in an e-mail notice 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 generally designate in advance for such purpose, or (4) by requesting you download a PDF file containing the Communication.

3. How to Withdraw Consent. You may withdraw your consent to receive Communications in electronic form by contacting us at **1.800.527.3600**, or, for e-Statements, by changing your delivery preferences within Online Banking. Withdrawal of consent for e-Statements may result in a fee or change in fee for some accounts. Please refer to your account agreement for additional information. At our option, we may treat your provision of an invalid email address, or the subsequent malfunction of a previously valid email address, as a withdrawal of your consent to receive electronic Communications. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications; however your access and use of Online Banking may be terminated. 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 e-mail address, contact, and other information related to this Disclosure and your Account(s), and to maintain and update

promptly any changes in this information. You can update information (such as your e-mail address) through Online Banking or by contacting us at **1.800.527.3600**.

5. Hardware and Software Requirements. In order to access, view, and retain electronic Communications from us, you must have:

- up-to-date Internet browser such as Internet Explorer, Safari, Chrome or Firefox to access your Account through Online Banking;
- local, electronic storage capacity to retain our Communications and/or a printer to print them;
- a valid e-mail account and software to access it;
- an up-to-date device or devices (e.g., computer, smartphone, tablet, etc.) suitable for connecting to the Internet;
- Software that enables you to view files in the Portable Document Format ("PDF").

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 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, or by logging in to Online Banking and send a request using your Secure Inbox. We may charge you a reasonable service charge, of which we've provided you prior notice, for the delivery of paper copies of any Communication provided to you electronically pursuant to this authorization. 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.

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 Disclosure and any other Communication that is important to you.

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, 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.

10. E-mail Address of Record for Accounts with Joint and/or Multiple Owners

You are able to provide an e-mail address for each account owner at the time of new account set up or during maintenance on the account. Only one account owner's authorization is required to enroll in Paperless Statements.

11. Acceptance and Consent

By consenting to this Agreement, you agree to the following statements:

I have read, understand and agree to be bound by the terms and conditions described above and consent to receive electronic documents according to the process described above. I understand that I may incur costs, including but not limited to online time and other charges from my internet service provider, in accessing and/or viewing such document(s).

I understand and agree that: (i) certain documents will continue to be delivered to me via U.S. Mail that are not included in the e-Statements and that in the future some or all of these documents may be made available for me to view online in accordance with this Agreement; (ii) my consent to view documents electronically does not automatically expire and is not limited as to duration; (iii) the entity or entities with which I have my Account(s) and/or their agents may revoke my participation in the e-Statements at any time at their discretion; (iv) the entity nor their agents will be liable for any loss, liability, cost, expense, or claim for acting upon this authorization or arising from my use of the product or services provided pursuant to this Disclosure; and (v) inserts that may be provided along with my account statements contain important information or disclosures concerning my account and I agree to review such inserts in a timely manner.