

E-SIGN ACT DISCLOSURE AND E-CONSENT AGREEMENT

This disclosure (pursuant to the Electronic Signatures in Global and National Commerce Act ("E-Sign Act")) documents your consent to electronically receive statements, notices, and disclosures ("Communications") that are relative to your account(s). The disclosure also describes your rights relative to electronically receiving documents as well as the consequences of withdrawing your consent. *Please read this disclosure and authorization carefully and download, save, and/or print a copy for your files.*

In this E-Sign Act Disclosure and E-Consent Agreement:

- "Account" or "Accounts" is each account, now or in the future, that you hold with us for which you are designated as an authorized signer, or a trust or other fiduciary account in which you have an interest that gives you legal authority to receive information or which is subject to the provision of a Service by us.
- "You" and "your" mean the person giving this E-Consent and each additional account owner, authorized signer, authorized representative, delegate, and/or service user identified on any Credit Union of Texas product you apply for, use, or access.
- "Communications" means each disclosure, notice, agreement, fee schedule, statement, record, document, and other information we provide to you or that you sign, submit, or agree to at our request.
- "Credit Union of Texas Product" means each and every account, product, or service we offer that you apply for, own, use, or access, either now or in the future. Credit Union of Texas Products include Electronic Services.
- "Electronic Format" is the act of delivering Communications using electrical, digital, wireless, or similar electronic means.
- "Service" is any product or service we offer for which Communications are required or permitted to be delivered.
- The words "include" and "including," when used at the beginning of a list of one or more items, indicate that the list contains examples; the list is not exclusive or exhaustive, the items in the list are only illustrations, and the items are not the only possible items that could appear in the list.

Consent to Receive Statements, Notices, and Disclosures Electronically

When you use a product or service to which this disclosure applies, you agree that Credit Union of Texas ("We", "Credit Union", "CUTX") 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:

- Online banking service, bill pay service, mobile banking service, and remote deposit capture service.
- Periodic account statements, notices (e.g., renewal, change in terms, and other notices), and disclosures regarding your account(s).
- Disclosures or notices pursuant to: Electronic Funds Transfer Act and Regulation E, Truth-in-Savings, Funds Availability Act and Regulation CC, Equal Credit Opportunity Act and Regulation B, Real Estate Settlement Procedures Act, Truth-In-Lending Act and Regulation Z, Internal Revenue Code, and any other applicable federal, state, or local law, or regulation or any agreement with you.
- Privacy policies and notices.

Method of Providing Communications to You in Electronic Form

All Communications that we provide to you in electronic form will be provided either (1) via email or (2) by access to a website that we will designate in an email notice we send to you at the time the information is available.

Requesting Paper Copies

You have the right to receive Communications from us in non-electronic form. Upon request, paper copies of any disclosure, notice, or other documents will be mailed to you. Requests for these documents can be made by telephone at (214) 818-3231 or (800) 627-0006, by email at help@cutx.org, or by visiting a CUTX branch location. A fee per periodic statement may be charged to your account(s) as stated in the [Credit Union of Texas Truth in Savings Fee Schedule](#). You agree that we can terminate your E-Consent of Electronic Records Delivery Service and revert to paper records mailed through standard US Mail for any reason at any time.

System Requirements to Access Information

The ability to access and retain your electronic information requires a computer or mobile device and Internet access connected through an Internet or mobile service provider with a web browser. You must also have access to Adobe Acrobat Reader to view or print PDF documents and an internet browser with 128-bit encryption. For Online Banking and Bill Pay, the following internet browsers are allowed or supported:

- Microsoft Edge
- Microsoft Internet Explorer
- Firefox
- Chrome
- Safari

E-SIGN ACT DISCLOSURE AND E-CONSENT AGREEMENT

Older versions of the above-listed browsers may no longer be supported. While Online Banking and Bill Pay may function properly with other browsers, we recommend using those on this list.

Online Delivery Notification

The Credit Union may notify you when your records are available for retrieval electronically using the email address you have provided us. You are responsible for notifying the Credit Union of any changes to your email address. This notification can be made through online banking or mobile banking, by telephone at (214) 818-3231 or (800) 627-0006, by email at help@cutx.org, or by visiting a CUTX branch location. If the Credit Union learns that you are no longer receiving our email notifications (for example, an email to you is returned as un- undeliverable), the Credit Union may discontinue sending any information electronically and opt you out of future Electronic Records Delivery. The Credit Union will make a reasonable attempt to redeliver your notification electronically.

The Credit Union is not obligated to verify that you are receiving your Electronic Record Delivery notifications or accessing your Electronic Records.

Access to Electronic Records

Members and account owners acknowledge that anyone you authorize to access your account electronically may have access to your records. The Credit Union strongly advises saving these records to your computer or an alternate electronic storage mechanism for future use.

Canceling Your E-Consent of Electronic Records Delivery Service

You may cancel your E-Consent of Electronic Records Delivery Service at any time by contacting us through online banking or mobile banking, , by email at help@cutx.org, or by visiting a CUTX branch location. There are no fees for choosing to cancel your E-Consent of Electronic Records Delivery Service.

Updating Your Contact Information

You agree to provide us with your valid email address and other contact information related to this disclosure and your Credit Union of Texas accounts and promptly update any changes to that information. You may update your information through our mobile and online banking services, or contacting us by email at help@cutx.org.

Alterations and Amendments

The terms of this Agreement, applicable fees, and service charges may be altered or amended by Credit Union of Texas from time to time. In such an event, Credit Union of Texas shall notify you at your mailing address as it appears on Credit Union of Texas records or at the email address you provided. Any continuation of the service after Credit Union of Texas sends you a notice of change will constitute your agreement to such change(s).

Acceptance and E-Consent to Receive Electronic Records

By clicking "I Agree" or checking the consent box, you are confirming that you agree to the terms and conditions as described herein, you electronically consent to receive disclosures and notices, and to the terms and conditions as described above. By providing your consent electronically, you are also confirming that you have the hardware and software described above, that you can receive and review electronic records, and that you have an active email account. You are also confirming that you are authorized to, and do, consent on behalf of all the joint owners of your account(s). Until or unless you notify us as described above, you consent to receive all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by us during the course of your relationship exclusively through electronic means.