



## **E-Sign Disclosure and Consent**

**THIS DISCLOSURE CONTAINS IMPORTANT INFORMATION THAT YOU ARE ENTITLED TO RECEIVE BEFORE YOU CONSENT TO RECEIVE ELECTRONIC DISCLOSURES ABOUT TEXAS BAY AREA CREDIT UNION'S PRODUCTS AND SERVICES AND TO ACCESS TEXAS BAY AREA CREDIT UNION'S PRODUCTS AND SERVICES ELECTRONICALLY VIA DIGITAL BANKING. PLEASE READ THIS DOCUMENT CAREFULLY AND PRINT OR SAVE A COPY FOR YOUR REFERENCE. FEEL FREE TO REFER TO IT BY ACCESSING THE LEGAL SECTION WITHIN OUR WEBSITE.**

The words "we," "us," and "our" refer to the entity with whom you have your Account, and the words "you" and "your" mean you, the individual(s) or entity identified on the Account(s). As used in the Disclosure, "Account" means the account you have with us. "Communication" means any member agreements or amendments thereto, disclosures, notices, responses to claims, transaction history, privacy policies and all other information related to the product or service, including but not limited to information that we are required by law to provide to you in writing.

Texas Bay Credit Union may provide this information to you electronically or online only if we provide this Texas Bay Credit Union E-Sign Disclosure and Consent ("Disclosure") to you and obtain your consent to receive electronic documents, use electronic signatures, and conduct transactions electronically.

### **Agreement to Receive Communications in Electronic Form**

By agreeing to this Disclosure, you consent to receive all Communications related to Texas Bay Credit Union products and services electronically or online. Your consent remains in effect until you give us notice that you are withdrawing it. At times, we may still present you with paper disclosures or other Communications that contain important information about your account, and you should continue to review any correspondence that we mail to you.

### **Products and Services You Have Previously Obtained**

You may have previously sought to obtain a product or service from Texas Bay Credit Union. By consenting to this Disclosure, you agree that we may provide you with all Communications for those products or services in electronic format, regardless of whether you elected to do so in the past.

### **Products and Services You May Seek to Obtain in the Future**

You may seek to obtain new products and services from Texas Bay Credit Union. When you do, we may remind you that you have already given us your consent to provide you with all Communications in electronic format. If you then decide not to be provided with Communications in electronic format for a new product, your decision does not mean that you have withdrawn this consent for any other Texas Bay Credit Union product.

### **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 e-mail, (2) SMS text message, (3) Digital Banking, (4) 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, (5) to the extent permissible by law, by access to a web site that we will generally designate in advance for such purpose, or (6) by requesting you download a PDF file containing the Communication.

## How to Withdraw Consent

You may withdraw your consent to receive Communications in electronic form by calling us at (713) 852-6700, or by visiting a Texas Bay Credit Union branch. 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. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications; however, your access and use of Digital Banking Services 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.

## 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 our Digital Banking or by contacting us at (713) 852-6700.

## Hardware and Software Requirements

We do not endorse a specific operating system or particular web browser. To receive all Communications electronically related to our products and services, you must have:

- a valid email address;
- a current version (defined below) of a web browser;
- a current version of our Texas Bay Credit Union application (via the App Store or Google Play);
- a connection to the internet;
- a current version of a program that reads and displays PDF documents, such as Adobe Acrobat Reader, for viewing and retaining certain disclosures;
- a printer, if you wish to print your disclosures and retain your records in paper;
- the capacity to store information; and
- an internet access device, such as a smartphone, tablet, computer desktop, or laptop, with an operating system (Windows, MacOS, iOS, or Android) capable of supporting the above.

By “current version,” we mean a version of the software that is supported. We reserve the right to discontinue support of a current version of software for security or stability purposes. We may not support some older operating systems or web browsers, so if you are using an outdated version, you may need to update it in order to get access to Texas Bay Credit Union’s mobile and online products and services. You should check the **Software and Hardware Requirements** occasionally for updates on supported software. The Software and Hardware Requirements are available on the Browser Support page of [TexasBayCU.org](http://TexasBayCU.org).

From time to time, we may offer services or features that require your web browser to be configured in a particular way, such as permitting the use of JavaScript or cookies. If we detect that your web browser is not properly configured, we will provide you with a notice and advice on how to update your configuration.

## Requesting Paper Copies

We will not send you a paper copy of any Communication which is available electronically, 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, call us at (713) 852-6700, or by coming into one of our Texas Bay Credit Union branch locations. We may charge you a reasonable service charge, of which we have 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.

**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.

**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.