

THIS DISCLOSURE CONTAINS IMPORTANT INFORMATION THAT YOU ARE ENTITLED TO RECEIVE BEFORE YOU CONSENT TO CONDUCT BUSINESS USING AN ELECTRONIC SIGNATURE WITH, RECEIVE ELECTRONIC COMMUNICATIONS FROM, AND TRANSACT BUSINESS ELECTRONICALLY WITH AMOCO FEDERAL CREDIT UNION. PLEASE REVIEW THIS AGREEMENT AND CONSENT TO THE TERMS OUTLINED BELOW.

1. Introduction

We may be required by law, regulation, or agreement to provide disclosures, notices, receipts, statements, and other Communications to you related to various Accounts and Services you have with us. Additionally, we may conduct business electronically with you and use electronic signatures in the scope of your relationship with us. By obtaining your consent to the ESIGN Disclosure and Consent Agreement ("**ESIGN Consent**") we may provide you Electronic Delivery of Communications, receive your electronic documents, use your electronic signatures, and conduct business transactions with you electronically.

2. Definitions

- "**We**," "**us**," and "**our**," means AMOCO Federal Credit Union and its affiliates, subsidiaries, agents, and assignees.
- "**You**" and "**your**" means the person giving this consent, and also each additional Account owner, authorized signer, authorized representative, delegate, Account owner, and user identified on any of our Accounts and Services that you apply for, access, or use.
- "**Account**" or "**Accounts**" means each account, now or in the future, that you hold with us, are authorized to administer or for which you are designated as authorized signed, 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 we provide to you.
- "**Communications**" means each disclosures, notices, agreements, fee schedules, statements, records, documents, and other information we provide to you, or that you sign, submit, or agree to at our request, including, but not limited to: (1) all legal, regulatory, or other disclosures associated with an Account or Service; (2) all periodic statements for an Account or Service, along with any notices related to such statements that we are required or permitted to include with paper statements; (3) all other documentation relevant to an Account or Service, including agreements, amendments, Account opening documentation, billing statements, policies and procedures, terms and conditions, authorizations, updates, notices, and transaction history; (4) marketing materials; and (5) any other document or other information required to be provided "in writing" or that we otherwise provide to you, or that you sign or submit or agree to at our request, in connection with your relationship with us.
- "**Electronic Delivery**" means the act of delivering Communications using electrical, digital, magnetic, wireless, optical, electromagnetic, or similar electronic means as provided in Section 4 below, including through our Websites or mobile applications.
- "**Service**" or "**Services**" means each and every service and product we offer that you apply for, use, administer, or access using the Internet, a website, e-mail, messaging services (including text messaging), and software application (including applications for mobile or hand-held devices), either now or in the future.

3. Consent to Receive Communications Electronically; Use Electronic Records and Signatures

By consenting to the ESIGN Consent, you agree that Communications we provide to you, or that you sign or agree to at our request, may be provided to you in the form of Electronic Delivery. You also agree that we may use electronic signatures and obtain them from you as part of your Account and Service relationship with us.

Your consent covers all Communications relating to any Accounts and Services, except to the extent it conflicts with the terms and conditions of a separate electronic disclosure and consent with respect to such Accounts and Services. Your consent remains in effect until you give us notice that you are withdrawing it. From time to time, you may seek to obtain a new Service that we may offer now or in the future. When you do, we may remind you that you have already given us your consent to provide you with all Communications in electronic format or request that you reaffirm your consent. If you decide not to utilize Electronic Delivery in connection with any new Service, your decision does not mean you have withdrawn this consent for any other Service for which you have previously consented to receive Electronic Delivery.

Certain laws require some Communications be sent to you in writing. We will continue to deliver those Communications to you in writing even though you may consent to receiving information electronically. Should these laws change and allow us to deliver certain information to you electronically, this consent will automatically cover those Communications. Likewise, certain laws or terms of our agreement with you require you to give us written notice, when applicable. We require that you provide these notices to us on paper unless we provide otherwise.

By providing your consent, you are also confirming that you have the hardware and software described in this ESIGN Consent, that you are able to receive and review Communications electronically, and that you have an active e-mail account. You are also confirming that you are authorized to, and do, consent on behalf of all the other Account owners, authorized signers, authorized representatives, delegates, owners, and Service users identified with Accounts and Services you have with us. You also agree that we may satisfy any obligation we have to provide you with an annual copy of our Privacy Policy by keeping it available for review on our Website.

4. Method of Electronic Delivery

Unless otherwise prohibited by law, all Communications that we provide to you electronically will be provided by one or more of the following means: (1) electronic messaging (such as e-mail, or SMS text or push notification to your mobile device); (2) by access to a Website, including our mobile Websites or Websites or third party service providers who we engage to deliver Communications through Electronic Delivery, that we will designate in a notice we send to you via electronic messaging at the time the information is available or that we will generally designate in advance for such purpose; (3) via our mobile applications; or (4) by requesting you download a PDF or other specified electronic file containing the Communications.

Communications delivered by e-mail will be sent to your e-mail address we have on file in our records. You represent that any e-mail address you provide to us for Electronic Delivery purposes belongs to you or to a person who has authority to act for the Account or Service or, where relevant, to make transactions against the Account.

5. Accounts with Multiple Owners or Authorized Persons

Each Account owner may provide an e-mail address for the Account in connection with each owner's consent to receive electronic Communications. Only one Account owner's authorization is required to enroll in Electronic Delivery for Communications and to manage preferences for any category of Communications including Account statements. For purposes of electronic notification for paperless statements and other Communications on a joint or multiple owner Account, you agree that electronic notifications for such Communications delivered to the email address of the Account owner who enrolls in Electronic Delivery for such Communications will constitute delivery to all Account Owners, even if all Account owners may not have access to such email address. If you have designated one or more interested parties to receive paper copied of certain Communications, they will continue to receive copies of such Communications.

We may, at our sole discretion, deliver Communications by paper to all accountholders or authorized persons, if not all accountholders or authorized persons have consented to this ESIGN Consent.

In the case of an Account with multiple authorized persons, in circumstances in which we can only act on the electronic instruction of a single person, we may, at our sole discretion, act upon the electronic instruction of any authorized person without the consent of the other authorized persons or accountholders.

6. Hardware and Software Requirements

To receive Communications, you must have: (1) access to a device (e.g., computer, smartphone, mobile device, etc.) suitable for connecting to the Internet or downloading our mobile application with a Current Version of an operating system, such as Windows, Mac OS, iOS, or Android; (2) a connection to the Internet; (3) a Current Version of an Internet browser, such as Google Chrome, Safari, Firefox, or Microsoft Edge; (4) a Current Version of a program that accurately reads and displays both PDF files and HTML format; and (5) an active e-mail account and software that can access your Account.

By "Current Version," we mean a version of the software that is currently being supported by its publisher. From time to time, we may offer Services or features that require that your Internet browser be configured in a particular way, such as permitting the use of JavaScript or cookies. If we detect that your Internet browser is not properly configured, we may provide you with a notice and advice on how to update your configuration. We reserve the right to discontinue support of a Current Version of software or an operating system if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use.

Some of the Services that we provide to you may require that we obtain your electronic signature or consent. We contract with a third-party vendor to facilitate the process of obtaining your electronic signature or consent in order to complete certain transactions electronically. Therefore, in addition to the requirements above, your device must also be compatible with [Adobe's system requirements](#).

If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain electronic Communications, we will give you notice of the revised hardware or software requirements. Continued use of our Services after receiving notice of the change is reaffirmation of your consent with respect to other Communications.

7. Enrollment Using Our Equipment

If you utilize our Services electronically through one of our customer service representatives or using our in-branch equipment, your enrollment may not be complete until you take additional action. We will advise you, at the time of your enrollment, of any additional action you must take. If you take the required action, it is an affirmation of your consent to receive Communications via Electronic Delivery and use electronic signatures under the terms of this ESIGN Consent.

8. Option to Receive Information on Paper

We provide Account Communications to you through Electronic Delivery, and you should not expect to receive a paper copy of any Communications unless you request it or unless the Communications are required to be delivered to you "in writing," which means that you are entitled to receive the information on paper. You may contact us and request a paper version of any Communications we provide to you. Please note that you may be charged a fee for certain paper copies unless that fee is prohibited by law. To request paper copies of Communications

provided to you via Electronic Delivery, please contact us by telephone at 1 (800) 231-6053 or mail your request to 2300 Texas Ave. P.O. Box 889, Texas City, Texas 77592-0889.

9. Withdrawing Consent

You may withdraw your consent to this agreement at any time by contacting us by telephone at 1 (800) 231-6053. Your withdrawal will become effective after we have had a reasonable opportunity to process the request. Please be aware, however, that withdrawal of consent may result in the termination of your access to our Services, including online banking and your ability to use certain Accounts and Services. Withdrawal will result in us sending paper statements and disclosures to you via USPS or any other carrier. Depending on the specific Account or Service, we may charge additional fees for that Account or Service upon withdrawal.

10. Updating Your Information

You agree to promptly notify us of any change in your e-mail address or any other electronic or physical address, and any other change in your information related to your Accounts. Visit your account settings on our Website or mobile application to update your information or contact us by telephone at 1 (800) 231-6053.

11. Termination/Changes

We reserve the right, at our sole discretion, to discontinue providing you with Communications via Electronic Delivery, or to terminate or change the terms and conditions on which we provide you with Communications via Electronic Delivery. We will provide you with notice of any such termination or change as required by law.

12. Communications in Languages Other than English

Please note, we may be unable to fulfill requests related to your Accounts or Services in a language other than English. Future Communications may be in English only. For your convenience, we will provide a Spanish translation when available.

13. Federal Law

You acknowledge and agree that your consent to this ESIGN Consent is provided in connection with a transaction affecting interstate commerce, that it is subject to the federal Electronic Signatures in Global and National Commerce Act (the "ESIGN Act"), and that you and we both intend that the ESIGN Act apply to the fullest extent permitted by law.

14. Acknowledgement and Consent

By consenting to this ESIGN Consent, you agree that (1) you have read, understand, and agree to be bound by the terms and conditions provided in this ESIGN Consent; (2) consent to receive Communications and execute documents via Electronic Delivery; and (3) AMOCO Federal Credit Union and its affiliates, subsidiaries, agents, and assignees will not be liable for any loss, liability, cost, expense, or claim for acting upon this authorization or arising from your use of the Services provided pursuant to this ESIGN Consent.