

ESIGN Consent to Use Electronic Signatures and Records (“ESIGN Consent”)

We are required by law to give you certain information “in writing.” With your prior consent, we may provide this information to you electronically. We need your general consent to use electronic records and signatures throughout our relationship with you. Before you use any of our Electronic Services (as defined below), you must review and consent to the terms outlined in this document. Please review this document carefully, and print or save a copy for your reference. This ESIGN Consent, as amended from time to time, can be accessed on our Website at: <https://www.amocofcu.org/esign-consent>.



1. Definitions. In this ESIGN Consent:

- **“We,” “us,” “our,”** and **“AMOCO”** means AMOCO Federal Credit Union and each and every current and future affiliate, subsidiary, agent, and assignee of AMOCO Federal Credit Union.
- **“You”** and **“your”** means the person giving this ESIGN Consent and each additional account owner, authorized signer, authorized representative, delegate, product owner, and/or service user identified on any AMOCO Service that you apply for, use, or access.
- **“AMOCO Service”** means each and every account, product, or service we offer that you apply for, own, use, access, or administer, either now or in the future. AMOCO Services includes Electronic Services.
- **“Communications”** means each disclosure, notice, agreement, fee schedule, statement, record, document, amendment, terms and conditions, marketing materials, and other information to be provided “in writing” or that we otherwise provide to you, or that you sign, submit, or agree to at our request, in connection with an AMOCO Service.
- **“Electronic Service”** means each and every product and service we offer that you apply for, use, administer, or access using the Internet, a website, email, messaging services (including text messaging), and/or software applications (including applications for mobile and hand-held devices), either now or in the future.

2. Your consent to use electronic signatures and records and to receive Communications electronically. In our sole discretion, the Communications we provide to you, or that you sign or agree to at our request, may be provided to you in electronic form (“Electronic Records”). We may also use electronic signatures and obtain them from you as part of our transactions with you. Please note that we may still provide you with Communications via paper, even if you have consented to receive it electronically. Where the law or our agreement(s) with you require that you give us written notice, you must still provide written notice to us on paper unless we specifically tell you in another Communication how you may deliver that notice to us electronically.

In the case of memberships and/or accounts with multiple account owners, we may elect to solely deliver Communications electronically if any one of the members and/or account owners has consented to this ESIGN Consent. Additionally, you agree that Electronic Records, or any notice of Electronic Records, delivered to the email address of the member and/or account owner who elected to receive Electronic Records will constitute delivery to all members and/or account owners. With respect to business memberships and/or accounts with multiple authorized persons, we may elect to deliver Electronic Records electronically if any one of the members and/or authorized persons has consented to this ESIGN Consent, even if other authorized persons may have provided earlier and/or conflicting instructions.

3. Your consent applies to all AMOCO Services. Your consent covers all Communications relating to any AMOCO Services, including AMOCO Services you have previously obtained, and will remain in effect until you give us notice that you are withdrawing it. If you obtain any new AMOCO Service and decide not to use Electronic Records and signatures in connection with that new AMOCO Service, your decision does not mean that you have withdrawn this consent for any other AMOCO Service.

4. Delivery of Electronic Records. Communications, including alerts related to Communications, will be provided to you by one or more of the following methods: (1) electronic messaging, such as email, SMS text message (data rates may apply), or push notification to your mobile device; (2) by access to our online and mobile banking website and/or mobile application(s), including the websites of our third party service providers who we engage to deliver Communications; or (3) by requesting or generating HTML or PDF files containing an Electronic Record and/or Communication.

Electronic Records may be delivered to you in a variety of ways. These various delivery methods may be described in our Membership and Account Agreement, Online and Mobile Banking Agreement, or in any other agreement(s) we may have with you now or in the future. Unless otherwise provided by another agreement, we will provide Electronic Records to you by one or more of the following methods: (1) by electronic messaging, such as email, SMS text message (data rates may apply), or push notification to your mobile device; (2) through our online and mobile banking website and/or mobile application(s), including the websites of our third party service providers who we engage to deliver Communications; or (3) by generating HTML or PDF files containing an Electronic Record and/or Communication.

5. Withdrawing your consent. You may withdraw your consent at any time. Please be aware that withdrawing your consent may result in the termination of your ability to use certain AMOCO Services, such as access to our Electronic Services, including, but not limited to, online and mobile banking and Bill Pay. Withdrawing your consent may also terminate your ability to initiate funds transfers using online and mobile banking. If you withdraw your consent, you may be charged reasonable fees for us to provide paper versions of Electronic Records to you, as provided by our Fee Schedule, unless charging a fee is prohibited by applicable law. Your withdrawal will become effective after we have had a reasonable opportunity to process

your request. You must withdraw your consent separately for each AMOCO Service you have with us. To withdraw your consent, 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.

- 6. Hardware and software requirements.** To receive Electronic Records, including those related to online and mobile banking, you must have one or more of the following: (1) access to a device (such as a computer, mobile device, etc.) suitable for connecting to the Internet or downloading our mobile application(s) via App Store® or Google Play™ with a Current Version (as defined below) of an operating system (such as Windows®, MacOS®, iOS, or Android™); (2) a connection to the Internet; (3) a Current Version of an Internet browser, such as Chrome™, Safari®, Firefox, or Microsoft Edge®; (4) a Current Version of a program that accurately reads and displays files in HTML and PDF format (such as Adobe® Acrobat Reader®); (5) local storage capacity to retain Electronic Records and/or a printer to print them; and (6) a valid email address and access to it.

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 AMOCO Services or features that require your Internet browser to 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 AMOCO Services 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, your access device must also be compatible with Adobe® 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 your Electronic Records, we will provide notice to you of the revised hardware or software requirements. Continuing to use our Electronic Services after receiving notice of the change is a reaffirmation of your consent.

- 7. Your option to receive paper copies.** You may contact us and request a paper version of any Electronic Records we provide to you. You may be charged a reasonable fee for us to provide a paper version to you, as provided by our Fee Schedule, unless charging a fee is prohibited by applicable law. To request paper copies, 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.
- 8. You must keep your information updated.** You agree to provide us with your true, accurate, and complete email address, mobile telephone number, and other contact information, and to promptly update any changes to such information. You can update your information through our online and mobile banking system, or by calling our contact center at 1 (800) 231-6053.
- 9. Communications in English.** Please note that we may be unable to provide AMOCO Services in a language other than English. Future Communications may be in English only. For your convenience, we may provide translation services when available. You agree that the English version of any Electronic Record and/or Communication is the official document and will prevail.
- 10. Termination and changes.** We reserve the right, at our sole discretion, to discontinue providing you with Electronic Records, or to terminate or change the terms and conditions under which we provide you with Electronic Records and/or Communications. We will provide you with notice of any such termination or change as required by law.

By providing your consent, you also confirm that you (1) have the hardware and software described above; (2) are able to receive and review electronic records; (3) have a valid email address; and (4) confirm that you are authorized to, and do, consent on behalf of all the other account owners, authorized signers, authorized representatives, delegates, product and/or service users identified with your AMOCO Services.

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