



## Consent to Receive Electronic Communications Agreement

### Consent for Electronic Disclosures and Documentation

The loan, account, or service for which you are applying involves various disclosures, acknowledgements, authorizations, notices, statements, consents, alerts, records, and documents (together referred to as "Documents" in this Agreement), including this Agreement. This Agreement is to obtain your consent to receive certain Loan and Account Documents from us in electronic form rather than paper form. With your consent, you will be able to sign and authorize these Loan and Account Documents electronically, rather than on paper.

Before we can engage in this transaction electronically, it is important that you understand your rights and responsibilities. Please read the following and affirm your consent to conduct business with us electronically. For purposes of this Agreement, 'e-Disclosures' means the Loan and/or Account Documents related to this transaction that are provided electronically, and "we," "us" and "our" mean City Credit Union. The words "you" and "your" mean the person(s) who will be the owner(s) of account(s) and or loan(s) opened electronically in this website/electronic platform. If there is more than one person on the account or loan, any consent or withdrawal of consent for electronic disclosures by any one of you will be effective for all of you.

### Your Consent

We must have your consent to provide Documents to you electronically. Your consent to participate in this transaction electronically will apply to all Loan and Account Documents for the applicable loans or accounts for which you are applying. If you provide your consent by clicking the 'I agree' button during the application process, we will conduct this transaction electronically, instead of providing you with the Loan or Account Documents in paper form. Before you decide whether you wish to provide your consent to receive electronic disclosures, you should carefully read and consider the following information. Then, if you decide to consent, you can click the "Check this box" below to indicate that you have read and accept the Agreement to receive Documents electronically. For your consent to be effective, your computer and browser will need to meet the hardware and software requirements noted below. **If you do not consent to receiving Documents electronically, you may not click the box below indicating you agree to this Agreement and you will not be able to apply for or open loans or deposit account(s) or apply for services using this website/electronic platform.** If you provide your consent, your consent will become effective immediately and it will remain in effect until you withdraw your consent. Additionally, we will discontinue providing any Documents to you in paper form.

Your consent to participate in this transaction electronically will apply to all Loan and Account Documents for the applicable loan(s), account(s) or service(s) for which you are applying. If you provide your consent by clicking the 'I agree' button during the application process, we will conduct this transaction electronically, instead of providing you with the Loan and Account Documents in paper form.



Documents and disclosures in connection with applying for and opening a loan or deposit account(s), or applying for a service include but are not limited to:

Electronic Documents		
<b>Account Opening Documents</b>	<ul style="list-style-type: none"> <li>• Membership and Account Agreement</li> <li>• Funds Availability Policy</li> <li>• Online Banking Agreement</li> </ul>	<ul style="list-style-type: none"> <li>• Electronic Funds Transfer Agreement</li> <li>• Deposit Account Disclosure</li> <li>• Deposit Account Rules &amp; Regulations</li> <li>• Privacy Notices</li> <li>• Regulation CC Notice</li> <li>• Truth-in-Savings/Rate and Fee Disclosures &amp; Schedule</li> </ul>
<b>Loan Documents</b>	<ul style="list-style-type: none"> <li>• Risk-Based Pricing Notice</li> <li>• Application</li> <li>• Credit Agreement</li> <li>• Account, Loan, and Service Agreements &amp; Disclosures</li> </ul>	<ul style="list-style-type: none"> <li>• Security Agreement</li> <li>• Certificate of Deposit Maturity Notice</li> <li>• All required disclosures, including Truth in Lending Disclosures, Adverse Action Notices, Credit Score Notices, etc.</li> <li>• Fair Credit Reporting Act (FCRA) Disclosure</li> </ul>
<b>Subsequent Documents</b>	<ul style="list-style-type: none"> <li>• Periodic Deposit &amp; Loan Statements and all disclosures and notices accompanying those statements</li> <li>• Change in Terms Notices</li> <li>• Annual Privacy Policy</li> <li>• Deposit Rate</li> </ul>	<ul style="list-style-type: none"> <li>• Account and Transaction Alerts</li> <li>• Future Service Enrollments, Communications and Notices</li> <li>• Internal Revenue Service Information Returns</li> <li>• Other required annual notices</li> <li>• Automated clearing house authorizations</li> </ul>

**SMS Consent**

By proceeding with the loan or membership application, you are providing consent to receive text messages from City Credit Union. These messages may include important updates, notifications, and other informational content related to your loan or membership. Please be aware that standard message and data rates may apply, depending on your mobile carrier and plan. You can choose to opt-out of receiving these messages at any time by contacting us directly. Please note that your consent to receive SMS messages is not a mandatory requirement for loan or membership application approval.

**Paper Copies**

If you consent to electronic delivery of Loan Documents, Disclosures, Account Opening Documents, and Disclosures, we may also provide you with paper copies, but we are not required to do so. If we do not provide you with paper copies, you may obtain the Documents mentioned above in paper form without charge by saving a copy from DocuSign to your computer and printing it later. You can also call, write, or visit our main City Credit Union location, as provided below and request a paper copy of the Documents. We may charge a fee as set forth in our Fee Schedule to provide paper copies of any Documents we have made available electronically.



### **Withdrawal of Consent**

You may withdraw your consent to receive the Documents at any time by calling, writing, or visiting our main City Credit Union location, as provided below. Withdrawal of your consent will become effective after we have received it and have had a reasonable opportunity to act on it (usually within 15 days of receipt). If you want to withdraw your consent before you have finished opening the deposit account(s), or applying for a loan or service, you may do so by canceling the transaction before you have completed it. Withdrawal of consent will not be effective for Documents that we have already provided to you electronically.

### **Hardware and Software Requirements**

Documents will be delivered to you electronically via the Internet. Since you are already accessing this Agreement via the Internet, it is likely that you are already using all the hardware and software you need to access the Documents electronically. To view Documents electronically, you will need a hardware device, such as a personal computer (PC), tablet, cell phone, or other similar device that can access the Internet via modem, wireless network, or other form of connection. Your email address is required to participate in this service. Not all browsers may be compatible with our systems. You agree to keep your browser and software up to date by using the latest release versions at all times. The following are the software requirements necessary for you to access, receive, and retain electronically delivered Documents:

<b>Browsers</b>	An up-to-date internet browser, such as Firefox, Google Chrome, Microsoft Explorer/Edge, or Apple Safari. Your Internet browser software must be able to use 128-bit encryption.
<b>PDF Reader</b>	An up-to-date PDF reader like Adobe Reader, Adobe Acrobat, Apple Books, Foxit Phantom or Nuance Power PDF that allows viewing, printing, and retention of PDF documents.
<b>Other Requirements</b>	Windows XP or higher or Mac OS X or higher operating system - 800 x 600 minimum screen resolution; security settings must allow per session cookies - Sufficient storage capacity on your hard drive or external storage device or an available printer - An email account with an internet service provider and email software

We may change the hardware and software requirements and if so, you may have to re-consent. If we change these requirements, you may be required to provide a new consent confirming that you can still access and retain the Documents. If you do not provide a new consent, we will discontinue providing your Documents electronically. We recommend that you retain this Agreement and all other Documents that we provide electronically for your records. It is your responsibility to ensure your computer and related equipment are and remain capable of operating in a manner that allows you to use this service. You are responsible for all costs required to maintain your equipment, and to receive and access your Documents. If your system does not meet the requirements above, you may not enroll in this service. If, after enrolling in this service, your system no longer meets the requirements above, you agree to update your system to our requirements or promptly withdraw your consent as set forth above. In any event, you acknowledge and agree that it is your sole responsibility to ensure that you receive and review your Documents in a timely manner, notwithstanding that your Documents are being provided electronically.



**Document Security; Reservation of Right to Send Paper Documents.** You understand and agree that any person with access to your accounts through the online banking service or with access to your computer or device may be able to view the Documents provided through this service, even if they are not account owners or otherwise authorized on the applicable account. We are not responsible for access to the Documents by any such persons, and you agree to secure your Documents, computers, and devices to prevent unauthorized access. In some instances, it may be necessary to deliver some Documents in paper form to the primary member's mailing address of record. We may send the Documents in paper form at any time in our sole discretion, but we are under no obligation to do so. The primary member agrees to continue to monitor his or her postal mail for important communications from us.

Documents may be available only for a more limited time. We may charge a fee as set forth in our Fee Schedule to provide paper copies of any Documents we have made available electronically.

**Terminating and Changing the Service.** We may terminate or suspend this service or add to, change, or delete any of the terms of this service or this Agreement at any time and for any reason, and we will advise you of any such termination, suspension, or change by notifying you and/or posting the change within the online banking service. The terms of City Credit Union's Membership and Account Agreement are incorporated by reference into this Agreement. In the event of any inconsistency between the terms of this Agreement and the Membership and Account Agreement, the terms herein will control.

**Electronic Signatures.** From time to time, we may offer the opportunity to sign certain Documents electronically. By providing your electronic signature, and indicating your consent below, you agree to the use of electronic signatures and agree that any such signature shall be deemed your handwritten signature for all purposes and with the same legal binding effect as a signed paper document. We may require that your electronic signature be certified or verified by a third party, however, you agree that the lack of such certification or verification does not invalidate your electronic signature or affect the enforceability of your electronic signature or any resulting agreement.

### **How You Can Reach Us**

You must promptly notify us if there is a change in your email address or in other information needed to contact you electronically.

You can contact us at:

**Local:** (214) 515-0100

**Toll Free:** (888) 324-2328

**Email:** [members@citycu.org](mailto:members@citycu.org)

**Address:** 8344 East R.L. Thornton Fwy., Suite 400, Dallas, TX 75228

We will not assume liability for non-receipt of notification of the availability of Documents delivered pursuant to this Agreement in the event your email address on file is invalid; your email or Internet service provider filters the notification as 'spam' or 'junk mail'; there is a malfunction in your computer, browser, Internet service and/or software; or for other reasons beyond our control.



**Consent:** By clicking "I Agree" below, (i) you, for yourself and on behalf of all other account owners and borrowers, agree to the terms above, (ii) you represent that your computer or device is capable of accessing and retaining the Documents in the HTML and PDF formats, (iii) you affirmatively consent to receive your Documents by electronic means, and (iv) you agree to the use of electronic Documents and electronic signatures.

[Click Here to Ensure that You Can Access PDF Documents with your Computer or Device.](#)

You can also save this file to ensure you can retain PDF Documents with your Computer or Device:

[Click Here to Provide Your Consent to Receive Electronic Documents:](#)

**I Agree**

**I DO NOT Agree**