

## **Kerr County Federal Credit Union Consent and Agreement to Receive Electronic Account Maintenance Documents**

***Please read this information carefully and print a copy and/or retain this information electronically for your records.***

By clicking the “I Agree” button for Electronic Documents, you consent for Kerr County Federal Credit Union to provide electronically, rather than in paper form, all your periodic deposit account and loan statements (if applicable) and all other Credit Union notices, communications, agreements, consents, disclosures, and alerts concerning your accounts, services, and credit union membership, other than the account opening documents, that we are required to or may wish to provide after your membership has been established (all such documents referred to as the “Account Maintenance Documents”). Account Maintenance Documents include, without limitation, periodic deposit account and loan statements (sometimes referred to herein as an “e-statement”) and any required statement disclosures, account notices such as change-in-terms notices, returned item notices, overdraft and courtesy pay notices, fee notices, substitute check notices, loan payment notices, delinquency notices, Term Share Certificate and/or Certificate of Deposit maturity notices, Internal Revenue Service information returns (for example, IRS Forms 1098 and 1099-INT), annual meeting notices, and any other notices, communications, disclosures, and alerts related to your accounts, services, and credit union membership that may be provided electronically with your consent. The Account Maintenance Documents may sometimes be individually and collectively referred to in this Agreement as the “Documents.”

This Consent and Agreement is between Kerr County Federal Credit Union (hereinafter “we”, “us”, “our” or “Credit Union”), and any deposit account owner or loan borrower on the Primary Member’s Accounts (hereinafter referred to as “you”, “your” or “yours”). “Primary Member” means the primary deposit account owner or borrower under whose taxpayer identification number the account is associated. This Consent and Agreement will provide authorization for electronic delivery to you of certain Account Maintenance Documents generated by the Credit Union. These are Documents that are currently being mailed to you or any that could be mailed to you as other services are provided. Please review the information below prior to giving your consent. In order to receive your Account Maintenance Documents from the Credit Union electronically, you are required to be enrolled in the Credit Union’s Online Banking services as all Documents will be provided within the Online Banking service. By electing to receive your Account Maintenance Documents online, you are consenting to receive from us by electronic means only, Account Maintenance Documents related to your account(s).

While enrolled for electronic delivery, you will no longer receive the above listed Documents in the mail. However, we may send 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 review correspondence that we mail to you for important communications.

When your Account Maintenance Documents are available online, an email notification will be sent to you at your email address according to the credit union’s records. It is your responsibility to update any changes in your email address. You can securely update your email address by accessing your

online banking account at <https://www.shareteccu.com/kerrcounty>. Simply click on the home page and click on your email address or click on the services tab and click on change email address.

To provide your consent: (i) carefully review the following terms, (ii) ensure your computer system or device can meet our requirements, and (iii) indicate your consent by clicking the appropriate “I Agree” button(s) below. If you do not agree to these terms, you may not consent to receive Account Maintenance Documents electronically. When you provide your consent below, you agree to be bound by the following terms; your consent will become effective immediately, and except as provided herein, we will discontinue providing your Account Maintenance Documents, in paper form.

To access and retain your Documents electronically, you will need a computer or other Internet device with a working Internet connection and the following:

- A commercially available Internet browser that supports 128-bit encryption. The latest releases of most major commercial browsers such as Microsoft Internet Explorer, Google Chrome, and Apple Safari meet this standard. Not all browsers may be compatible with our systems. You agree to keep your browser up-to-date by using the latest release version for your browser at all times;
- Sufficient electronic storage capacity on your computer hard drive or another storage device or an available printer;
- An email account with an Internet service provider and email software;
- Adobe® Acrobat Reader version 7.0.2 or higher or other software that allows viewing, printing, and retention of PDF documents.

We may update these requirements from time to time by notifying you or posting updates within the Online Banking service. We recommend that you retain this Agreement and all other important 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 access to 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 below. In any event, 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.

**Email Address Required-Notification of Statement Availability** – The Primary Member’s email address is required to participate in this service. In most cases, if you elect to receive your Account Maintenance Documents electronically, we will send a courtesy e-mail notification to the Primary Member’s e-mail address of record when new Documents are available for review. You are responsible for promptly notifying us at the telephone numbers or addresses above if you do not receive your account or loan statement Documents within the normal time they are regularly received. If your e-mail address changes, you must promptly update your information through the Online Banking system if you have access. You may also write to us or visit a branch office in person if you do not have Online Banking access. If we send an e-mail notification to you and it is returned to us undelivered, your responsibility to retrieve and review your Account Maintenance Documents in a timely manner is in no way diminished. We reserve the right to terminate your enrollment in this service if an e-mail notification we send to you is returned to us as undelivered within 45 days of our notifying you by U.S. mail that an e-mail notification we have previously sent to you could

not be delivered. If we terminate your enrollment in the service, applicable Documents will be provided in paper form in person or to the Primary Member's address of record.

If you elect to receive any Documents electronically, you agree to promptly provide or make available the Documents to all other account owners, authorized signers, and joint borrowers as appropriate. Any account owner or joint borrower on any deposit or loan account of the Primary Member may provide the consent to receive all Account Maintenance Documents electronically on behalf of the Primary Member, but such persons will not have access to Account Maintenance Documents within the Online Banking service unless they are authorized to access the Primary Member's accounts through the Online Banking service. By providing your consent, you represent that you are authorized to enter into this Agreement for all persons who are owners and/or borrowers on the Primary Member's accounts, and that all such persons have been provided a copy of and agree to be bound by the terms of this Agreement. You further acknowledge and agree that your election to receive electronic Documents does not in any way relieve your duty as set forth in our agreements with you to promptly review your Documents and notify us immediately of any errors or discrepancies.

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.

Except as provided by law or in our other agreements with you, you may give us all notices regarding your membership, accounts, and services, except for stop payment orders, to our email address appearing in this Agreement. We reserve the right to require that any electronic notices provided by you be confirmed in writing on our request.

After you consent, you may request a paper copy of any Document we have provided electronically by calling us at 800-491-9594. In most cases, you will be able to print or save the electronic Documents using your own system. Account statements are available within the Online Banking service and for paper copy requests from the date your account statement was first posted through Online Banking. Other Documents may only be available for a limited time. We may charge fees as set forth in our Fee Schedule to provide paper copies of Documents we have made available electronically. In some cases, research fees or copy costs specified in the Credit Union's Fee Schedule may apply to your request. The same terms apply with respect to electronically delivered Documents as for those delivered in paper form.

Withdrawing your consent will terminate your electronic delivery service. You have the right to revoke this agreement and thereby withdraw consent to receive Documents electronically. To withdraw your consent to receive future Documents, just click on the Statements Tab and click on "Stop E-Statements". You may also withdraw your consent by telephoning us at 800-491-9594 or writing to us at Kerr County Federal Credit Union, 3700 Memorial Blvd., Kerrville, TX 78028. Your withdrawal will become effective after we have received it and have had a reasonable opportunity to act on it (within 15 days of receipt). deposit and other agreements and disclosures that you previously received from the Credit Union remain in effect.

**Document Access** – Accessing your Documents confirms your agreement to be bound by the terms

and conditions in this Agreement and acknowledges your receipt and understanding of this Agreement. By accessing your Documents online, you will be able to view your account and transaction activity for your deposit and loan accounts, electronic funds transfer transactions, notice of billing error rights under Federal Regulations Z and E, and Kerr County Federal Credit Union's communications and/or statement stuffers, which may contain important legal notices that affect you. In order to access your Documents online, you must have an active Online Banking service established with the Credit Union. Once that is established, you may log on to our Online banking site via the Internet, use your member identification to access your account and click on the Statements Tab. The Online Banking service is generally available 24 hours a day, seven days a week; however, service may be unavailable from time to time for routine software and hardware maintenance or due to unscheduled down time.

**Electronic "Signature" Agreement & Security** – From time to time, we may offer the opportunity to sign certain Documents electronically. By providing your electronic signature, 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 binding effect as a signed paper document. You agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide the Credit Union instructions while participating in this service; or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures or conditions, constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to validate your electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and Kerr County Federal Credit Union. You agree and acknowledge that you will keep your member identification and other security codes and identification data confidential, and you will immediately notify the Credit Union should you believe that your member identification has been lost, stolen, or that an unauthorized person has electronically accessed your accounts.

**Contractual Agreements/Modification** – This Consent and Agreement supplements and modifies other agreements that you may have with Kerr County Federal Credit Union. To the extent that this Consent and Agreement and another agreement contain conflicting provisions, this Consent and Agreement will govern the delivery of electronic Account Maintenance Documents, but all other contractual obligations of the parties remain subject to the terms of any other agreements. *For example, you will still be required to review any account statements you receive and notify Kerr County Federal Credit Union within established time periods if there are any errors on your statement.*

**Authorization Consent** – By agreeing to the terms and conditions of this Consent and Agreement, you represent that you are authorized to enter into this Consent and Agreement for all persons who own or are authorized to access any of your accounts, and that such persons will be bound by the terms of this Consent and Agreement.

**Email Communications** – You acknowledge and agree that the Internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim for damages arising or in any way related to our response(s) to any email or other electronic communication that we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any email or other electronic communication; and may respond to any email at either the address provided with the communication, the email address in your

Membership Account Agreement, or any other application or written communication actually received by us.

Although we have no obligation to do so, we reserve the right to require authentication of e-mails or electronic communications. The decision to require authentication is at the sole discretion of the Credit Union. We will have no obligation, liability or responsibility to you or any other person or company if we do not act upon or follow any instruction to us if a communication cannot be authenticated to our satisfaction.

**Governing Law** – This agreement, including the validity of any signatures or consents, any claim, or disputes arising hereunder shall be construed in accordance with and governed by the Laws of the State of Texas and venue for any action taken to enforce or concerning this Agreement will be in Kerr County, Texas. We reserve the right to cancel your participation in this service at any time. Please note, the Terms and Conditions for Online Account Services also apply to your use of this service.

**By clicking “I acknowledge I have read and Agree”, (i) you, for yourself and on behalf of all other account owners and borrowers, agree to the terms and conditions stated 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. I understand that by clicking the “I agree” button and completing the enrollment form, I will stop receiving my paper Account Maintenance Documents.**