



eStatement and eSignature Disclosure

INTRODUCTION

Pursuant to the Federal Electronic Signatures in Global and National Commerce (ESIGN) Act, we must obtain your consent prior to delivering legal disclosures to you in electronic format. This E-SIGN Consent Agreement allows us to provide you with electronic versions of important notices and documents associated with opening an account at Wellby. Certain laws and regulations require us to provide notices and disclosures to you in writing (traditionally, this is defined as a paper notice); with your consent, the E-SIGN Act allows us to provide these documents to you electronically.

SCOPE OF COMMUNICATIONS TO BE PROVIDED IN ELECTRONIC FORM

You agree that we may provide you with any communications that we may choose to make available in electronic format, to the extent applicable by law, and that we may discontinue sending paper communication to you, unless and until you withdraw your consent. Your consent to receive electronic communications and transactions includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with the opening of an account and products or services available through home banking. As an example, Wellby may choose to send by e-mail required notification of changes to terms and conditions related to home banking.
- Notices and disclosures about a change-in-terms of your account
- Privacy policies and notices
- Monthly (or periodic) billing or account statements for your account(s) or such other communication that we may include from time to time as part of the enrollment in the eStatement program.
- Statements, disclosures, notices, and other communications delivered to you through the eStatement site will remain available for a minimum of 24 months.

METHOD OF PROVIDING COMMUNICATIONS TO YOU IN ELECTRONIC FORM

All communication that we provide to you in electronic form will be delivered to you within the membership application process in a .pdf document. You must download and open the electronic documents to proceed with your application. Electronic statements and other communication notifications will be delivered to the e-mail address provided at the time of account opening.

MAINTAINING A VALID EMAIL ADDRESS

If the e-mail address where you receive notifications for eStatements and other electronic communication should change, you are responsible for logging into your home banking service and



changing your e-mail address to the new e-mail address. If it is impossible to do so, please contact the credit union immediately at 281-488-7070 or visit any branch location to ensure that you receive proper notification from us regarding your electronic communication.

HOW TO WITHDRAW CONSENT

You or Wellby may withdraw consent from electronic delivery of communications at any time.

- To withdraw your consent prior to completing your membership application, simply exit the session prior to accepting this agreement.
- To withdraw your consent after you have already submitted your application, you must call us at 281-488-7070 or visit any branch location.

If you withdraw your consent to this Agreement:

- You will no longer receive the electronic presentment of any documents.

JOINT/MULTIPLE OWNER ACCOUNTS

If your account is held jointly with another person or with multiple account owners, one of you may consent to receive disclosures electronically and that person's consent to receive communications in electronic form shall apply to all account owners. We will then send the notice regarding the availability of communications to the e-mail address provided at the time of membership application to the eStatement service of eBanking.

REQUESTING PAPER COPIES

You agree and understand we will not send you a paper copy of any communication, including eStatement which is available electronically; unless you request it, or we otherwise deem it appropriate to do so. You may request paper communications by calling 281-488-7070 or visiting any branch location. Copies of disclosures and account agreements can be mailed at no charge; copies of statements can be mailed for a nominal fee, which is listed in our fee schedule. We may change the types of communications eligible for electronic delivery from time to time.

SOFTWARE AND HARDWARE REQUIREMENTS

By consenting to this Agreement, you confirm that your access device meets the minimum specifications and requirement necessary to view and retain your electronic documents.

To access your electronic documents on a mobile device, you will need:

- A mobile device with any of the following operating systems: Android or iOS



- A data plan provided by your wireless carrier and an up-to-date mobile app from your app store or marketplace that is compatible with, and supported by, your operating system.
- If you wish to view .pdf files on your mobile device, you will need software that accurately reads and displays .pdf files (such as the mobile version of Adobe Reader).

To access your electronic documents on a traditional computer, you will need:

- A computer with an operating system that supports the software listed below
- An internet connection and an up-to-date internet browser that is compatible with and supported by your operating system (e.g., Internet Explorer or Google Chrome)
- Software that accurately reads and displays .pdf files (such as Adobe Reader)

CHANGES IN SYSTEM REQUIREMENTS

We will notify you if our hardware or software requirements change and whether that change creates a material risk that you would not be able to access or retain your electronic documents.

DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

Wellby makes no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose in connection with the communications provided to you under this Agreement. We do not and cannot warrant the eStatements and other communications will operate without error, or that the services will be available at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our management team, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of eStatements and communications, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty or any other legal matter.

ACCEPTANCE

You will be asked to acknowledge your consent of these terms by accepting this agreement inside of home banking or through account opening before you are able to continue with your membership application. In doing so, you are confirming that you meet the system requirements described above, that you have demonstrated your ability to receive, retain, and view electronic documents on your access device, and that you have an active and valid e-mail address.