

AGREEMENTS AND DISCLOSURES



ESIGN DISCLOSURE AND CONSENT TO USE ELECTRONIC SIGNATURES AND DOCUMENTS

We are required by law to give you certain information “in writing” which means that you are entitled to receive it on paper. However, with your consent, we may provide this information to you electronically instead of on paper. The purpose of this “ESIGN Disclosure and Consent to Use Electronic Signatures and Documents”, as amended from time to time, (“ESIGN Consent” or “Agreement”) is for you to provide your general consent to use electronic signatures and documents in all aspects of your relationship with us. This ESIGN Consent provides important information required by the Electronic Signatures in Global and National Commerce Act (“E-Signature”) and confirms your consent to receive Communications electronically.

[Click here to check your system to ensure you can retrieve and retain PDF files.](#)

In addition to terms defined elsewhere in this ESIGN Consent, the following terms have the following meanings:

“You” and “your(s)” means the member giving the consent, and also each additional account owner, authorized signer, authorized representative, product or service user identified on any Advancial product or service that you apply for, access or use. “We”, “us”, “our(s)” and “Advancial” refer to Advancial Federal Credit Union. “Communication” means each and every disclosure and notice, including, but not limited to, Truth in Savings Act Disclosure and Agreement, Regulation E Disclosure, notices or disclosures about any change in terms for your accounts, change of address notice, change in credit/debit limit, etc. notice, account agreement, applications, and other member agreement, terms and conditions, fee schedule, instructions, privacy policies, amendments to any of the foregoing; statements (if you have applied to receive electronic delivery of statements); receipts, record, document, and other information related to your accounts with us or products or services you receive from us including, but not limited to, that we are required by law or regulation to provide to you in writing, or that you sign or submit or agree to in writing at our request. The following is a non-exhaustive list of the types of Communications that we may deliver to you electronically: New Membership Application; Checking and Share Account Agreements; tax forms; Communications for your Debit/ATM Card, a savings program, overdraft protection, bill payment, Pay My Loan/Credit Card service, Remote Deposit Capture service, wire transfers, stop payments, Person to Person Transfer service, account transfers, view account history, mobile wallet service, live chat, update contact information requests.

Electronic Delivery of Communications Relating to Products and Services You Currently or Have Previously Received

Upon your acceptance of this Agreement, you consent to the electronic delivery of Communications relating to products and services that you currently or have previously used or received from us (“Existing Service(s)”), regardless of whether you gave your consent or did not give your consent in the past.

Electronic Delivery of Communications Relating to Future Products and Services

Upon your acceptance of this Agreement, you consent to the electronic delivery of Communications relating to products and services you receive from us in the future (“New Service(s)"). When you apply for or seek to obtain a New Service from us, we may at that time, but we are not required to, remind you that you have already given your consent to the electronic delivery of all Communications and that you may withdraw your consent for the New Service. If you then decide not to receive electronic delivery of Communications for the New Service, your decision will only apply to the New Service and the consent you are giving under this Agreement will continue to apply to the electronic delivery of Communications for Existing Services and other New Services (you will have to withdraw your consent with respect to Existing Services and other New Services as described below). You further agree that we may discontinue sending paper Communications to you unless you withdraw your consent as described below.

Form of Electronic Delivery of Communications

Unless otherwise required by applicable law, Communications will be delivered electronically, at our option, either:

- 1) Via e-mail to the most recent email address you have provided to us; or
- 2) By sending you a notice to your email address telling you that the information has been posted, and providing instructions on how to view it via accessing a website designated for such purpose; or
- 3) To the extent permitted by applicable law, by posting the information on the Website (without email notification to you); or
- 4) Via a PDF file attached to an email sent to your email address that you may download



Availability of Paper Copies

We will not provide you with a paper (non-electronic) copy of Communications delivered electronically unless you specifically request it or we deem it appropriate to do so. A copy of each Communication can be printed by using your browser's print command and a printer connected to your computer. You may also request a paper copy of a Communication by contacting us via one of the following options:

By mail: Advancial
ATTN: Member Service Center
10000 N. Central Expy., Ste. 1400
Dallas, TX 75231

By email: msc@advancial.org

By phone: 1.800.322.2709

In Person: Visit any of our branch locations and speak with a member services representative

We will not charge you any fees for providing a paper copy. We reserve the right to provide a paper copy of any document that you have authorized us to provide electronically.

Withdrawing Consent

You may withdraw your consent to receive electronic delivery of any or all Communications at any time by logging into your account online and changing your electronic communication settings or contacting us via one of the following options:

By mail: Advancial
ATTN: Member Service Center
10000 N. Central Expy., Ste. 1400
Dallas, TX 75231

By email: msc@advancial.org

By phone: 1.800.322.2709

In Person: Visit any of our branch locations and speak with a member services representative

NOTE: USE OF SOME PRODUCTS AND SERVICES WE PROVIDE REQUIRE ELECTRONICALLY DELIVERED COMMUNICATIONS. WE RESERVE THE RIGHT TO TERMINATE YOUR USE OF SUCH PRODUCTS AND SERVICES IF YOU WITHDRAW YOUR CONSENT. THOSE SERVICES INCLUDE, BUT ARE NOT LIMITED TO, CUANYWHERE AND OUR MOBILE APP.

Hardware and Software Requirements for Receiving Communications Electronically

You must have access to the following hardware and software to receive any Communication electronically from us:

- 1) A current version of an internet browser that we support
- 2) A connection to the Internet
- 3) A valid email account with adequate storage to save communications delivered electronically or a printer to print the communications
- 4) A current version of a software program that reads and displays PDF documents, such as Adobe Reader®
(available for downloading at <https://get.adobe.com/reader/>)

While you may be able to access and retain the electronic communications using other hardware and software, we do not recommend this as we currently only support the following minimum requirements:

For accessing the Website and the Services through a personal computer to receive electronic communications:

- 1) A personal computer that is internet-enabled with an operating system such as Windows Vista, Windows 7, Windows 8.X, Windows 10 or Macintosh OS 10.X



For accessing the Website and the Services through a mobile device to receive electronic communications:

- 1) A mobile device with a compatible operating system, such as iOS or Android and either:
 - access to the internet using the default browsers included by your mobile device manufacturer; or
 - the latest Mobile App compatible with your device platform.
- 2) A valid email account with adequate storage to save communications delivered electronically or a printer to print the communications.
- 3) A valid mobile phone number

The above hardware and software requirements must be met to access the Website and Mobile App, as indicated, and to use the Services through the Website and the Mobile App, subject to the additional requirements below for a particular Service.

The following lists the hardware and software requirements for certain Services:

For the External Transfer Service

- 1) An internet browser that supports at least 128-bit encryption, such as Microsoft Internet Explorer® 10.0 or higher, Google Chrome™ 27 or higher, Mozilla Firefox® 21 or higher or Safari® 5.1.7 or higher
- 2) An email account and email software capable of reading and responding to your email
- 3) A personal computer or mobile device, operating system and telecommunications connections to the internet capable of supporting the foregoing
- 4) A printer that is capable of printing from your browser and email software

To download this disclosure you must have sufficient storage space to retain it.

For the RDC Service

In order to use the RDC Service, you must purchase, install, operate, and maintain all computer hardware and software or a mobile device required to use the RDC Service. If you access the RDC Service through the Mobile App on your mobile device, you are responsible for downloading and using the most current version of the Mobile App as they become available. You are additionally responsible for all telephone and internet service charges.

To utilize the RDC Service on your mobile device using the Mobile App, the following equipment is required:

- 1) A mobile device with built-in camera that is supported by the Mobile App
- 2) A mobile device operating system that supports the Mobile App
- 3) A working internet connection

To utilize the RDC Service using your computer, the following equipment is required:

- 1) A personal computer
- 2) A document scanner or other image capture device/method
- 3) A working internet connection

Address Change

You must promptly notify Advancial of any changes to your e-mail address to ensure electronic delivery of Communications. To do so, log into your account online and change your email address under the Manage > My Profile > My Info section or contact us via one of the following options:

By mail: Advancial
ATTN: Member Service Center
10000 N. Central Expy., Ste. 1400
Dallas, TX 75231

By email: msc@advancial.org

By phone: 1.800.322.2709

In Person: Visit any of our branch locations and speak with a member services representative



Termination/Changes

Advancial may change the terms and conditions of this Agreement from time to time by sending written notice electronically to you as provided for in this Agreement, unless we are required by law to send you notice in paper. Advancial may also discontinue the provision of delivering some or all Communications electronically at any time and we will send you notice of any such termination.

Governing Law; Attorneys' Fees

All agreements and disclosures shall be construed in accordance with the laws of the State of Texas and the provisions of the Texas Uniform Commercial Code (UCC). You agree to pay Advancial all of our costs and reasonable attorneys' fees, including all collection costs, litigation costs, skip-tracing fees, and outside services fees incurred while we are enforcing our rights under this Agreement.

Reservation of Rights

Failure or delay by Advancial to enforce any provision of this Agreement or to exercise any right or remedy available under this Agreement, or at law, shall not be deemed a waiver of, and Advancial expressly reserves the right to, enforce such provision, or to exercise such right or remedy, at a later date.

Other Agreements

Except as stated otherwise in this Agreement, this Agreement does not alter or amend any of the terms or conditions of any other agreement you may have with Advancial.

Severability

If any part of this Agreement should be held to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

By accepting this Agreement, you are confirming your consent to the following:

With respect to each product and service you receive from Advancial (a) you have the hardware and software described above to receive Communications electronically, (b) you are able to receive and review Communications electronically, (c) you have an active email account, (d) you are authorized to, and do, consent on behalf of all other account owners, authorized signers, authorized representatives and users identified with respect to your products and services.