

Consent and Agreement to Conduct Transactions Electronically (Agreement)

Before we start the electronic signing process, it is important that you understand your rights and responsibilities and for you to agree to conduct this transaction electronically. The purpose of this Agreement is to (1) obtain your consent to receive from us all applications, disclosures, agreements, contracts, periodic statements, receipts, notices, modifications, amendments and all other evidence of transactions on your loan and deposit account(s); and government and/or third party notices (such as IRS 1098, 1099, etc.) related to your loan or deposit account disclosures, that we are obligated by law or regulation to deliver to you, and other information we provide to you ("Required Information") in electronic form rather than in paper form and (2) obtain your agreement to acknowledge receipt and sign and execute all Documents, contracts, electronic records and other forms we may require related to your loan or deposit account(s) (together, "Documents") using your electronic signature rather than your handwritten signature on paper. If you consent and agree by signing at the end of this Agreement, we will make Documents available to you for delivery and signature electronically, instead of providing them to you in paper form. This consent and agreement also permits the general use of electronic records and electronic signatures in connection with the loan or deposit account for which you are applying.

Before we can deliver the Documents electronically and accept your electronic signature, it is important that you read this Agreement carefully and print or download a copy for your files. Accepting this Agreement does not mean that we must provide the Documents electronically. We may, at our option, deliver Documents to you on paper if we choose to do so. We may also require that certain communications from you be delivered to us on paper at specified times.

For purposes of this Agreement, "you" and "your" mean the loan applicant(s) and borrower(s) under the applicable loan to which the Document apply, and "we", "our" and "us" mean Brazos Valley Schools Credit Union.

Scope of Consent

By consenting and agreeing to the terms of this Agreement, you specifically agree and consent to receive all applications, disclosures, agreements, contracts, periodic statements, receipts, notices, modifications, amendments and all other evidence of transactions on your loan and deposit account(s); and government and/or third party notices (such as IRS 1098, 1099, etc.) (together "Documents") related to your loan or deposit account in electronic form. After you consent, you may request a paper copy of any Document that you have agreed to receive electronically by phoning us

at 281-391-2149, emailing us at info@bvscu.org or mailing us at 25525 Katy Mills Parkway, Katy, TX 77494.

Electronic Signature and Adoption

By accepting this Agreement, you consent and agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act or action while using any electronic service we offer or in accessing or making any transactions regarding any Documents constitutes your signature as if actually signed by you in writing (electronic signature). In some cases your electronic signature may be represented by your type written name or initials electronically placed on the Documents by means of the process described herein. Your electronic signature, whether expressed by process or symbolically or both, is hereby adopted by you and represents your intent to acknowledge receipt or sign, as applicable, the Documents and that your electronic signatures are thereby attached to, and logically associated with, the Documents. Further, you agree that no certification authority or other third party verification is necessary to the validity of 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 us.

Electronic Delivery

We may provide the Documents to you electronically by e-mail (or a link set forth in an e-mail), online posting at an online location designated by us, or Portable Document Format ("PDF") files such as Adobe Acrobat Reader®. The Documents may be provided by us to you directly or by a third party service provider.

Consent Coverage; Notices *From You* Are Not Covered

Applicable law or contracts sometimes require you to give us "written" notices, and this Agreement does not relate to those items. In order to coordinate our processing, you must still provide us with written notices on paper.

Withdrawing Consent

You have the right to withdraw your consent and agreement to receive electronic Documents at any time. Because we will provide some Documents to you electronically almost instantaneously once you have given us your consent to do business with us electronically, you will not be able to withdraw your consent relating to the Documents we have already provided to you pursuant to that consent. However, you may withdraw your consent to receive subsequent Documents electronically, in which case we will deliver all subsequent Documents to you in paper form via mail at no cost to you. You may withdraw your consent by contacting us at Brazos Valley Schools Credit Union, (855) 391-2149. If you decide to withdraw your consent, the legal validity and enforceability of our prior electronic Documents and communications to you will not be affected.

Hardware and Software Requirements

In order to receive access and retain the Documents from us electronically, you will need the following computer software and hardware:

1. A computer is connected with an Internet Service Provider and an internet email account and email address. The definition of a computer excludes tablets and mobile devices.
2. A monitor with the ability to view the Documents.
3. Microsoft Internet Explorer® version 6.0 or higher internet browser with 128 bit encryption or higher.
4. Adobe® Reader® 5.0 or higher. If you do not have Adobe Reader® 5.0 or higher, Adobe Reader® software is available for FREE in various languages on the Adobe® website (www.adobe.com).
5. Access to a printer that is capable of printing information displayed on your monitor or the ability to save or download files on a storage device for later reference, in order to keep copies of your Documents for your records. You will need at least 5 MB of storage space available.

If the software or hardware requirements change in the future, and you are unable to continue receiving Documents electronically, we will mail you paper copies of Documents once you notify us that you are no longer able to access the Documents electronically because of the changed requirements. We will use commercially reasonable efforts to notify you before such requirements change. If you chose to withdraw your consent upon notification of the changes, you will be able to do so without penalty. Documents are not available from us electronically to you indefinitely. You are responsible for printing and/or saving a copy of all Documents provided to you electronically. If you require copies of your Documents and they are no longer available from us electronically, we will provide you copies in paper form at no cost to you upon your request to us at Brazos Valley Schools Credit Union. If the Documents contain any confidential or sensitive information such as your application information or account information, be sure to store them in a secure environment, just as you would paper-based bank records.

Changes to Your Contact Information

You have already provided us with your current email address, which was used to provide the link for you to reach this URL and agreement. You must keep your email address current with us at all times. You must promptly notify us at Brazos Valley Schools Credit Union, 25525 Katy Mills Parkway, Katy TX 77494, if there is a change in your email address or mailing address. Unless otherwise required by law, you agree that any Documents we deliver electronically will be deemed received by you electronically signed and made available to you to save or print or when sent to the most current email address you provided us. We will not assume liability for non-receipt of notification or the availability of electronic Documents 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 any other reasons beyond our control.