

E-SIGN AGREEMENT

This E-Sign Agreement (“Agreement”) applies to all Communications between you and Latino Community Credit Union (the “Credit Union”). In the event certain Communications are subject to the terms and conditions of a separate electronic disclosure and consent, this Agreement applies to the extent it does not conflict with those separate terms and conditions. Please review this Agreement carefully and keep a copy for your records.

We are required to provide certain information and disclosures to you “in writing,” meaning on paper. With your prior consent, however, we may instead provide this information to you electronically. We also require your consent to use electronic records and signatures in our relationship with you. Therefore, before we do or continue to do business with you electronically, you must review and consent to the terms outlined below.

Definitions

“We,” “us” or “our” refers to the Credit Union.

“You” and “your” refers to the person providing consent to the terms of this Agreement, any other owner, co-owner, borrower, co-signer or guarantor of your account, loan or contract with us, and anyone else who has authority to take action with respect to your account, loan or contract with us.

“Communications” refers to any disclosures, messages, statements, applications, documents, policies, forms, notices, records, instructions, agreements, or other information that we provide you or that you sign, complete, agree to or submit to us at our request.

“E-Sign Act” refers to the Electronic Signatures in Global and National Commerce Act.

Electronic Communications

By providing your consent to the terms of this Agreement, you agree that Communications we provide to you, or that you sign, complete, agree to or submit to us at our request, may be delivered in electronic format, and we may discontinue sending paper Communications to you unless and until you withdraw your consent as described below. You also agree that you and we may use electronic signatures in conducting business with each other.

You are not required to consent to the terms of this Agreement in order to do business with us. However, you do have to provide and maintain your consent if you wish to use any of our electronic banking applications, either through our website, our mobile application (“mobile app”), if available, or any other electronic technologies that may be developed and offered. If you do not wish to consent to electronic delivery of Communications, we will send paper copies of any legally required Communications to you.

How We Provide Electronic Communications to You; Communications from You

We will provide all electronic Communications to you through one or more of the following methods:

- via email;
- through SMS (short message service) text messaging;
- through our desktop or mobile website (if available);
- through our mobile app (if available), or through push notification via our mobile app;
- through any third-party service provider we engage to deliver Communications electronically; or
- by presenting a file or document that contains Communications in Hyper Text Markup Language (HTML) or Portable Document Format (PDF).

At our sole discretion, we may provide you with paper copies of any Communications, even if you have chosen to receive them electronically. If the law, or any agreement between us and you, requires you to give us written notice, you must still provide us with such notice in writing on paper unless we tell you how to deliver that notice to us in electronic format.

Communications we send to you delivered by email or SMS text message will be sent using the applicable contact information we have for you as reflected in our records. You represent that any email address or SMS text number you provide to us for electronic delivery purposes is valid and belongs to you or to a person who has authority to act on your behalf.

Retaining Copies of Electronic Communications

You may retain any electronic Communications by electronically saving or by printing a copy when we first provide it to you. You acknowledge that electronic Communications we provide through a website or mobile app (if available) may be available for viewing and saving only for a limited number of days.

How to Withdraw Consent

You have the right to withdraw your consent to the terms of this Agreement, and to receiving Communications electronically, at any time. Withdrawing your consent, however, will result in termination of your use of Online Services through both our website and our mobile app (if available).

To withdraw your consent, contact our Virtual Branch at 919.595.1800, or visit any of our branch locations. There are no conditions, consequences or fees related to withdrawing your consent to this Agreement. If you withdraw your consent, any future written Communications we send you will be provided via U.S. mail or other courier of our choosing. Any withdrawal of your consent to receive Communications by electronic delivery will be effective only after we have a reasonable period of time to process your withdrawal. Withdrawing your consent will not affect the validity of any Communications already provided or your obligation to make otherwise required payments.

Statement Preferences

You may elect to receive your periodic account statements electronically rather than in paper by signing up for E-Statements through Online Services. However, if you withdraw your consent to receive Communications electronically, we will be required to send you paper statements.

How to Update Your Information

In the event your email address, SMS text number or other contact information changes, you must notify us immediately. You may update your contact information by calling our Virtual Branch at 919.595.1800, by visiting our nearest branch location, or by updating your contact information via Online Services.

Hardware and Software Requirements

To use electronic signatures, if available, and send, receive, access, display, print and save other electronic Communications, you must have:

- a computer or other electronic device that can connect to the Internet;
- an active email address;
- a current version of an online browser we support (such as Chrome®, Firefox®, Internet Explorer®, or Safari®);
- software that is capable of receiving, accessing, and displaying Communications received from us in electronic format such as Adobe Acrobat Reader® (You can download Adobe Acrobat Reader by clicking on the applicable footer link on our website. Clicking will open another browser window and take you to Adobe's website); and
- sufficient storage space to save and/or the ability to print Communications (whether presented online, in emails or as a PDF).

We may not support some older web browsers or mobile device systems, so if you are using an outdated version, you may need to update it in order to access Communications electronically. As our hardware and/or software requirements change, these requirements will be updated on our website.

Your Option to Receive Paper Copies

Once you consent to the terms of this Agreement, unless otherwise required by applicable law or our policies, you may not

receive paper copies of certain Communications unless you specifically request them. You have the right to request and receive paper copies of the Communications we are required to provide you; however, we may charge you a reasonable fee for delivery of paper copies if not prohibited by applicable law. If you wish to receive a paper copy of Communications, please call our Virtual Branch at 919.595.1800 or visit our nearest branch location.

Consent

By clicking the box next to the statement "I affirm that I have opened, read and consent to the terms of the E-Sign Agreement," you are confirming that:

- You are expressly consenting to the use of "Electronic Document Delivery" and "Electronic Signatures" as those terms are defined in the E-Sign Act and that you have the authority to and do consent to use Electronic Document Delivery and Electronic Signatures in place of written paper documents and ink signatures.
- You have read this Agreement, understand and agree to be bound by its terms and conditions, and, by clicking the box below, are accepting this Agreement with your legally binding signature just as if you had executed this Agreement on paper;
- You have the hardware and software listed above, and you can access electronic Communications in the formats described above;
- By accessing and consenting to the terms of this Agreement, you are demonstrating that you have the ability to access and view PDF documents.
- The contact information you most recently provided to us and which we maintain as part of your member profile, including your email address and/or SMS text messaging number, is valid;
- You will promptly update or notify us of any changes to your contact information, including your email address and text messaging number;
- You consent to do business with us electronically, including receiving and accessing Communications electronically;
- You acknowledge that Communications delivered electronically may contain your personal information, and you consent to the electronic delivery of such information;
- You can print a copy of this Agreement, or save it, for future reference; and
- Your consent to receive Communications electronically remains valid until you withdraw it using the procedures described above.

Ver. 01.1; 08-27-2024