

eSign Disclosure and Consent

Please read this eSign Disclosure carefully and print or retain a copy for your records.

We are providing this notice to you, as a user of one or more of our electronic banking, financial, or other products or services (any such electronic product or service being herein referred to as a (“**Service**”), in order to obtain your agreement and consent to do Service business and exchange Service information with us electronically as we require or direct (including, if applicable, entering into any Service agreement or submitting any Service application electronically and using electronic signatures for the purpose of accepting terms, conditions, and Legal Disclosures) and in order to obtain your consent to receive electronic records of information and Legal Disclosures that we are required by applicable law or regulation to provide to you in writing (“**Legal Disclosures**”). We reserve the right to furnish to you, and the right to require to you to furnish to us, writings or paper copies of information, communications, and/or Legal Disclosures relating to any Service, in lieu of and/or in addition to electronic records thereof, at any time in our discretion.

Scope of Consent

Subject to your right, if you are a consumer, to withdraw your consent and/or obtain paper copies of Legal Disclosures as provided below, in order to use the Service you must consent to receive in electronic form both (i) Legal Disclosures and (ii) any other Service information and communications that we elect to provide to you electronically (“**Other Electronic Service Information**”). You agree that electronic Legal Disclosures and Other Electronic Service Information will be sufficient as “writings” under applicable law or regulation. Use or continued use of the Service indicates acceptance of this Disclosure, as modified periodically. Your consent to receive Legal Disclosures electronically applies to all notices, agreements, Legal Disclosures, reports, documents, communications, and other records relating to your use of the Service which we are required by applicable law or regulation to provide or make available to you in writing (which may include, and not be limited to, any Service agreement, itself (or certain provisions thereof), notices of changes in terms, termination notices, the information that we provide to you as part of the applicable service (e.g. electronic account statements) and any other Legal Disclosures that would ordinarily accompany such information if it were submitted to you in writing (e.g. notices about our privacy policy). Your consent to receive Other Electronic Service Information applies to any and all other Service information or communications that we elect to provide to you electronically at our discretion. **PLEASE NOTE:** Consenting to receive communications under this Disclosure will not automatically enroll you in eStatements.

Hardware and Software Requirements

To **receive** the above information electronically, you will need the following:

- A computer or other device with a modern Operating System and Internet browser that has the capability to access the Internet to view Web pages and other applicable content, including .pdf documents
- A working individual email address on file with Shell FCU

To **retain** the above information, you will need the following:

- A printer (for printed copies)
- Working hard drive or other storage device (for electronic copies)

Availability of Paper Records

For deposit accounts on which you have elected to receive only electronic statements, paper copies of any statements or Legal Disclosures available to you electronically will only be distributed to you if:

- we are unable to provide Legal Disclosures to you electronically, or
- upon your request

If you wish to obtain a paper copy of any statement, you may log in to our website and print the statement or you may submit to us a separate request for each paper copy of a statement or Legal Disclosure through one of the methods described below under “How to Contact Us”. You must include to us in your request your name, address, phone number and the information you are requesting.

A separate charge may apply for each copy of a statement provided to you for any of the above reasons. Please refer to Shell FCU’s Rate and Fee Schedule for our current fees applicable to this Service. Fees may change from time to time, at the discretion of the credit union.

Withdrawing Consent for Electronic Delivery

You have the right to withdraw consent for electronic delivery at any time. At our option, we may treat your provision of an invalid email address, or the subsequent malfunction of a previously valid email address, as a withdrawal of your consent to receive electronic Legal Disclosures or Other Electronic Service Information. We will not impose any fee to process the withdrawal of your consent to receive Legal Disclosures or Other Electronic Service Information. Any withdrawal of your consent to receive Legal Disclosures or Other Electronic Service Information will be effective only after we have a reasonable period of time to process your withdrawal.

To withdraw consent, you must take the following steps:

- Notify us that you no longer desire to receive electronic statements or Legal Disclosures through one of the methods described below under “How to Contact Us”.
- Include in your communication to us your name, address and phone number.

Please note: The withdrawal of your consent will not affect the legal validity or enforceability of prior electronic Legal Disclosures or Other Electronic Service Information you have received prior to the withdrawal of your consent.

Your eMail Address

You are responsible for the following:

- Providing Shell FCU with a working individual email address
- Notifying Shell FCU of any changes to your email address
- Updating your email address by utilizing one of the methods described below under “How to Contact Us”

Please note that any change you make to your email address will only change your email address for purposes of electronic statements and Legal Disclosures. It may not change your email address for purpose of any other communication you might receive from us through our website or otherwise.

How to Contact Us

If you wish to contact us for any of the purposes stated above, you may use one of the following methods:

- By Phone: Contact a Call Center Representative at (713) 844-1100 during regular business hours or toll-free at (800) 388-5542
- In Person: Visit any Shell FCU branch location and speak with a Financial Services Representative
- Online: Via the Secure Message Center within Shell FCU’s online banking platform
- Via eMail: eMail us at: contactusemails@shellfcu.org
- In Writing at: Shell Federal Credit Union
P.O. Box 578
Deer Park, Texas 77536

By accepting this disclosure you (i) agree that this eSign Disclosure and Consent constitutes part of any applicable Service agreement, (ii) agree that your use of electronic sounds, symbols or processes provided by us to establish your acceptance of or agreement to Service terms, conditions, and/or Legal Disclosures constitutes your electronic signature and signifies your intent to be bound, (iii) consent to receive an electronic record of Legal Disclosures and/or Other Electronic Service Information in lieu of a hard or paper copy or version thereof (provided, that if you are a consumer, your consent to receive electronic Legal Disclosures may be withdrawn as described above), (iv) acknowledge and demonstrate your ability to access electronically this notice , Legal Disclosures, and Other Electronic Service Information and your satisfaction of the software and hardware requirements described above, (v) confirm and represent that you, in fact, have accessed and are able to view, save and print any sample electronic Legal Disclosures or other sample electronic records or information made available to you in order to demonstrate the applicable Service or as part of the enrollment process, and (vi) acknowledge and agree that your acceptance of this eSign Consent and Disclosure inures to the benefit of Shell FCU. If you do not consent to this agreement, you will not be permitted to use the applicable Service.

