

ESIGN Agreement

Consent and Agreement to Receive Electronic Account Opening Documents and Account Maintenance Documents

By checking the “I Agree” checkbox, you consent for NAFT Federal Credit Union to provide electronically, rather than in paper form, all agreements and disclosures required to be provided in connection with the opening of any new share or loan account, whether opened now or in the future, including as applicable, the Membership and Account Agreement (“Account Agreement”), the Electronic Fund Transfers Agreement and Disclosures, the Funds Availability Policy Disclosure, the Truth in Savings Disclosure, the Fee Schedule, the Initial Privacy Policy, and any loan agreements and Truth in Lending and other federal disclosures for loans that you may obtain from us (all such documents collectively referred to as the “Account Opening Documents”).

You may also separately provide consent below to receive your periodic share account and loan statements (if applicable) and all other Credit Union notices, communications, agreements, consents, disclosures, and alerts concerning your accounts, services, and credit union membership, other than the Account Opening Documents, that we are required or may wish to provide after your account has been established (all such documents referred to as the “Account Maintenance Documents”). Account Maintenance Documents include without limitation, periodic share account and loan statements and any required statement disclosures, account notices such as change-in-terms notices, returned item notices, fee notices, substitute check notices, delinquency notices, Term Share Certificate maturity notices, Internal Revenue Service information returns (for example, IRS Forms 1098 and 1099-INT), annual meeting notices, and any other notices, communications, disclosures, and alerts related to your accounts, services, and credit union membership that may be provided electronically with your consent.

In this Consent and Agreement (“Agreement”), the terms “you” and “your” mean any share account owner or loan borrower on the applicable account of the Primary Member. “Primary Member” means the primary share account owner or borrower under whose taxpayer identification number the account is associated. To provide your consent: (i) carefully review the following terms, (ii) ensure your computer system or device can meet our requirements, and (iii) indicate your consent by clicking the “I Agree” checkbox. If you do not agree to these terms, you may not consent. When you provide your consent below, you agree to be bound by the following terms, your consent will become effective immediately, and except as provided herein, we will discontinue providing your Account Opening Documents and, if you separately consent, your Account Maintenance Documents, in paper form. The Account Opening Documents

and the Account Maintenance Documents are sometimes individually and collectively referred to in this Agreement as the “Documents.”

1. If you elect to receive any Documents electronically, you agree to promptly provide or make available the Documents to all other account owners, authorized signers, and joint borrowers as appropriate.
2. If you elect to receive your Account Maintenance Documents electronically, the Primary Member must be enrolled in the Bank365 service, as all periodic share account statements and loan statements will be provided within the Bank365 service. Any account owner or joint borrower on any share or loan account of the Primary Member may provide consent to receive all Account Maintenance Documents electronically on behalf of the Primary Member, but such persons will not have access to periodic share account statements and loan statements provided within the Bank365 service unless they are authorized to access the Primary Member’s accounts through the Bank365 service. By providing your consent, you represent that you are authorized to enter into this Agreement for all persons who are owners and/or borrowers on the Primary Member’s accounts, and that all such persons have been provided a copy of and agree to be bound by the terms of this Agreement. You further acknowledge and agree that your election to receive electronic Documents does not in any way relieve your duty as set forth in our agreements with you to promptly review your Documents and notify us immediately of any errors or discrepancies.
3. You understand and agree that any person with access to your accounts through the Bank365 service or with access to your computer or device may be able to view the Documents provided through this service, even if they are not account owners or otherwise authorized on the applicable account. We are not responsible for access to the Documents by any such persons, and you agree to secure your Documents, computers, and devices to prevent unauthorized access. Notwithstanding any of the foregoing, in some instances it may be necessary to provide some Documents in paper form to the Primary Member’s mailing address of record. We may send Documents in paper form at any time in our sole discretion, but we are under no obligation to do so. The Primary Member agrees to continue to monitor his or her postal mail for important communications from us.
4. Except as provided by law or in our other agreements with you, you may give us all notices regarding your membership, accounts, and services to our mailing address appearing in this Agreement.
5. After you consent, you may request a paper copy of any Document we have provided electronically by calling us at (956) 787-2774 or writing to NAFTA Federal Credit

Union, P.O. Box 771, Pharr, TX 78577-0771. In most cases, you will be able to print or save the electronic Documents using your own system. Account statements are available within the Bank365 service and for paper copy requests for 60 months from their posting date. Other Documents may only be available for a more limited time. We may charge a Duplicate Statement fee as set forth in our Fee Schedule to provide paper copies of any Documents we have made available electronically. Any of you may withdraw consent to receive future Documents at any time by writing us at the address above or by email to naft@naftfcu.com. Your withdrawal will become effective after we have received it and have had a reasonable opportunity to act on it (within 15 days of receipt).

6. The Primary Member's e-mail address is required to participate in this service. In most cases, if you elect to receive your Account Maintenance Documents electronically, we will send a courtesy e-mail notification to the Primary Member's e-mail address of record (or backup email address if your primary address fails) when periodic share account statements and/or loan account statements are available for review within the Bank365 service. You are responsible for promptly notifying us at the telephone number or address above if you do not receive your periodic share account statement or loan account statement within the normal time it is regularly received. If your e-mail address changes, you must promptly update your information through the Bank365 system if you have access. You may also write to us or visit a branch office in person if you do not have Bank365 access. If we send an e-mail notification to you and it is returned to us undelivered, your responsibility to retrieve and review your periodic share account statements and loan account statements in a timely manner is in no way diminished. We reserve the right to terminate your enrollment in this service if an e-mail notification we send to you is returned to us as undelivered within 45 days of our notifying you by U.S. mail that an e-mail notification we have previously sent to you could not be delivered. If we terminate your enrollment in the service, applicable Documents will be provided in paper form in person or to the Primary Member's address of record.
7. To access and retain your Documents electronically, you will need a computer or other Internet device with a working Internet connection and the following:
 - A commercially available Internet browser that supports 128-bit encryption. The latest releases of most major commercial browsers such as Microsoft Internet Explorer, Google Chrome, and Apple Safari meet this standard. Not all browsers may be compatible with our systems. You agree to keep your browser up-to-date by using the latest release version for your browser at all times;
 - Sufficient electronic storage capacity on your computer hard drive or other storage device or an available printer;

- An email account with an Internet service provider and email software;
- Adobe® Acrobat Reader version 8.0 or higher or other software that allows viewing, printing, and retention of PDF documents.

We may update these requirements from time to time by notifying you through email and/or posting updates within the Bank365 service. We recommend that you retain this Agreement and all other important Documents that we provide electronically for your records. It is your responsibility to ensure your computer and related equipment are and remain capable of operating in a manner that allows you to use this service. You are responsible for all costs required to maintain your equipment and access to your Documents. If your system does not meet the requirements above, you may not enroll in this service. If, after enrolling in this service, your system no longer meets the requirements above, you agree to update your system to our requirements or promptly withdraw your consent as set forth in Section 5 above. **In any event, it is your sole responsibility to ensure that you receive and review your Documents in a timely manner, notwithstanding that your Documents are being provided electronically.**

8. We may terminate or suspend this service or add to, change, or delete any of the terms of this service at any time, and we will advise you of any such termination, suspension, or change by notifying you through email and/or posting the change within the Bank365 service. If you have consented to receive your Account Maintenance Documents electronically, you agree to login to the Bank365 service regularly to access your periodic share account statements and/or loan statements. The terms of the Account Agreement are incorporated by reference into this Agreement. In the event of any inconsistency between the terms of this Agreement and the Account Agreement, the terms herein will control.
9. From time to time, we may offer the opportunity to sign certain Documents electronically. By providing your electronic signature, you agree to the use of electronic signatures and agree that any such signature shall be deemed your handwritten signature for all purposes and with the same binding effect as a signed paper document.