

This E-Sign Agreement (“Agreement”) applies to all Communications between you and Prospera Credit Union (“Prospera”). 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. We suggest you print a copy of this Agreement and keep it for your records.

We are required by law to provide certain information and disclosures to you “in writing,” meaning on paper. With your consent, we can deliver such Communications to you quickly and conveniently by displaying or delivering these Communications to you electronically and requesting that you retain for your future reference by (a) printing the Communications and retaining the printed copy; or (b) downloading the Communications and retaining the electronic copy.

#### **A. DEFINITIONS.**

The following definitions apply to this Agreement:

1. **“Account”** means your checking, savings, money market, loan, line of credit, credit card, debit card or any prepaid card you have or obtain from us, as well as any online product or service offered through our website on mobile application in which you have enrolled.
2. **“Communications”** means each disclosure, notice, agreement, fee schedule, statement, record, document, and other information we provide to you, or that you sign or submit or agree to at our request.
3. **“We”, “us”, “our”** refers to Prospera.
4. **“You” or “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.

#### **B. 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 we may use electronic signatures in conducting business with each other. You agree that such electronic signatures may consist of clicking on buttons and/or checking boxes where indicated.

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 your consent if you wish to enroll in any of our electronic banking applications, either through our website, our mobile application (“mobile app”), 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.

We may always, in our sole discretion, provide you with any Communications via paper, even if you have chosen to receive it electronically. Similarly, there may be certain Communications that by law we are not permitted to deliver to you electronically, even with your consent. So long as required by law, we will continue to deliver those Communications to you in writing.

We will continue to send you paper periodic statements unless you also affirmatively elect to receive such statements electronically. This can easily be done by logging into online banking and sliding the radio button under Documents and Statements to “Online Statements only.” If you so elect, you will receive e-statements for each of your checking and savings Accounts available through your Online Banking access. Once you make this election, we will no longer send you paper statements in the mail.

## **C. 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 application;
- through our mobile app, 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).

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.

## **D. WITHDRAWING CONSENT.**

If you elected to receive Communications electronically but prefer to receive such Communications in paper format, you may withdraw your consent at any time by calling or sending us an email:

- a. Call Prospera at 920-882-4800.
- b. Send an email to [contactus@myprospera.com](mailto:contactus@myprospera.com) indicating your desire to withdraw your consent. Please include in the body of the request your:
  - Email Address
  - Full name
  - US Postal address
  - Telephone number

We do not require any other information from you to withdraw consent and withdrawing your consent may result in the termination of your use of Online Services through both our website and our mobile application.

## **E. RECEIVING PAPER COPIES.**

If we provide Communications electronically to you and you want a paper copy, you can request from us a paper copy of any Communication provided or made available electronically to you by us. To request delivery of paper copies of Communications previously provided by us electronically, you can contact us by phone at 920-882-4800 or send us an email at [contactus@myprospera.com](mailto:contactus@myprospera.com) identifying the requested Communication and including in the body of the email your email address full name, US postal address and telephone number. You may incur a charge for the paper copies provided by us.

## **F. TERMINATION AND CHANGES.**

We reserve the right, in our sole discretion, to discontinue this provision of providing Communications electronically. We will provide you with notice of any such termination or change as required by law. Upon such termination, delivery of paper copies of Communications will resume within a reasonable time. Termination of the electronic delivery of documents does not affect the validity or legal effect of any electronic document previously delivered to you. Termination also does not terminate Online Banking unless otherwise so stated.

## **G. PROVIDING NOTICE OF NEW EMAIL ADDRESS.**

You are obligated to ensure that we have your current email address. To inform us of a change in your email address you can update it in Online Banking, visit one of our branch locations or mail to address referenced at the end of this Agreement.

## **H. HARDWARE AND SOFTWARE REQUIREMENTS**

In order to use electronic signatures and receive Communications electronically, you must have access to the following technology:

- A Current Version (defined below) of an Internet browser, such as Safari, Chrome, or Firefox;
- A connection to the Internet;
- A Current Version of a program that accurately reads and displays PDF files; and
- A computer and operating system capable of supporting all the above.

You will also need a printer if you wish to print out and retain records on paper and electronic storage if you wish to retain records in electronic form.

By "Current Version," we mean a version of the software that is currently being supported by its publisher. We reserve the right to discontinue support of a Current Version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use.

You will also need a working email account to receive, view, sign and print your Records. To verify that you have all of the necessary hardware and software for you to use electronic Records and signatures on your devices, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this document to an address where you will be able to print on paper or save it for your future reference and access.

## **I. CONSENT**

By clicking "Accept & Continue," you are confirming that:

- You have read this Agreement, and understand and agree to be bound by its terms and conditions;
- You have the hardware and software listed above, and you can access electronic Communications in the formats described above;
- By consenting to the terms of this Agreement you are agreeing 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.