



## ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT (ESIGN) AGREEMENT

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### SUMMARY

Here at Rio Grande Credit Union, we want to provide you with as many convenient options as possible. One convenience is the electronic delivery of disclosures, transactions, form submissions, and account requests. We are required by law to provide certain documents to you at certain times. You are entitled to receive these documents "in writing," and we also have the ability to provide them electronically with your prior consent.

In this consent:

- "We," "us," "our," "RGCU" and "Rio Grande" means Rio Grande Credit Union.
- "You" and "your" means the person giving this consent, and also each additional account owner, authorized signer, authorized representative, delegate, product owner and/or service user identified on any Rio Grande Product that you apply for, use or access.
- "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.
- "Electronic Service" means each and every product and service we offer that you apply for, use, administer or access using the Internet, a website, email, messaging services (including text messaging) and/or software applications (including applications for mobile or hand-held devices), either now or in the future.
- "Rio Grande Product" means each and every account, product or service we offer that you apply for, own, use, administer or access, either now or in the future. Rio Grande Products include Electronic Services.
- The words "include" and "including," when used at the beginning of a list of one or more items, indicates that the list contains examples – the list is not exclusive or exhaustive, and the items in the list are only illustrations. They are not the only possible items that could appear in the list.

### YOUR CONSENT TO USE ELECTRONIC RECORDS AND SIGNATURES

In our sole discretion, the Communications we provide to you, or that you sign or agree to at our request, may be in electronic form ("Electronic Records"). We may also use electronic signatures and obtain them from you as part of our transactions with you. Electronic Records may be delivered to you in a variety of ways.

Sometimes the law, or our agreement with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we specifically tell you in another Communication how you may deliver that notice to us electronically.

There are 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. However, if the law changes in the future and permits any of those Communications to be delivered as Electronic Records, this consent will automatically cover those Communications as well.

### RIGHT TO RECEIVE PAPER COPIES OF DOCUMENTS

If we provide Electronic Records to you, and you want a paper copy, you may contact the appropriate member service unit and request a paper version. You will find the appropriate contact information in the account statement

or agreement for the Rio Grande Product related to the Electronic Record. You may have to pay a fee for the paper copy unless charging a fee is prohibited by applicable law. Please refer to the applicable agreement for any fee that may apply for paper copies.

## **CONSENT COVERAGE; PRIVACY POLICY**

Your consent covers all Communications relating to any Rio Grande Product. Your consent remains in effect until you give us notice that you are withdrawing it.

From time to time, you may seek to obtain a new Rio Grande Product from us. When you do, we may remind you that you have already given us your consent to use Electronic Records and signatures. If you decide not to use Electronic Records and signatures in connection with the new product or service, your decision does not mean you have withdrawn this consent for any other Rio Grande Product.

You agree that we may satisfy our obligation to provide you with a periodic copy of our Privacy Policy by keeping it available for review on [www.RioGrandeCU.org](http://www.RioGrandeCU.org), or, with prior notice to you, on another website where we offer Electronic Services.

## **YOU MAY WITHDRAW YOUR CONSENT**

You have the right to withdraw your consent at any time. Please be aware, however, that withdrawal of consent may result in the termination of:

- Your access to our Electronic Services, including online banking, and
- Your ability to use certain Rio Grande Products.

Your withdrawal of consent will become effective after we have had a reasonable opportunity to act upon it.

If you are receiving online account statements, the termination will cause paper statements to be mailed to you via the U.S. Postal Service or other courier. Depending on the specific Rio Grande Product, if you withdraw consent we may charge higher or additional fees for that product or for services related to it. Please refer to the applicable agreement for any fee that may apply.

To withdraw your consent, contact us at 505-262-1401 or contact us by mail:

Rio Grande Credit Union  
301 Rio Bravo Blvd. SE  
Albuquerque, NM 87105

## **YOU MUST KEEP YOUR EMAIL OR ELECTRONIC ADDRESS CURRENT**

You must promptly notify us of any change in your email or other electronic address. You may change the email address on record for you by going online or contacting us at 505-262-1401. There may be other special Rio Grande Products for which we provide separate instructions to update your email or other electronic address.

## **HARDWARE AND SOFTWARE REQUIREMENTS**

To receive Electronic Records, you must have access to:

- Up-to-date version of an Internet browser we support, or if accessing your Account through our mobile applications, one of the following operating systems: Apple iOS 6.0 or later or Android OS 2.3 or later;
- An up-to-date device or devices suitable for connecting to the Internet or for downloading our mobile applications or accessing our mobile websites;

- A current version of a program that accurately reads and displays PDF files (such as Adobe Acrobat Reader); and
- A computer and an operating system capable of supporting all of 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.

**You must also have an active email address.**

In some cases, you may also need a specific brand or type of device that can support a particular software application, including an application intended for particular mobile or handheld devices. 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 with Online Banking.

## **CHANGES TO HARDWARE AND SOFTWARE REQUIREMENTS**

If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain your Electronic Records, we will give you notice of the revised hardware or software requirements. Continuing to use Electronic Services after receiving notice of the change is reaffirmation of your consent.

By providing your consent, you are also confirming that you have the hardware and software described above, that you are able to receive and review electronic records and that you have an active email account. You are also confirming that you are authorized to, and do, consent on behalf of all the other account owners, authorized signers, authorized representatives, delegates, product owners and/or service users identified with your Rio Grande Products.