



## **E-Sign Act Disclosure**

The Electronic Signatures in Global and National Commerce Act (ESIGN, Pub.L 106-229, 14 Stat. 464, enacted June 30, 2000, 15 U.S.C. ch.96) is a United States federal law passed by the U.S. Congress to facilitate the use of electronic records and signatures in interstate and foreign commerce by ensuring the validity and legal effect of contracts entered into electronically. Although every state has at least one law pertaining to electronic signatures, it is the federal law that lays out the guidelines for interstate commerce. The general intent of the ESIGN Act is spelled out in the very first section (101.a), that a contract or signature “may not be denied legal effect, validity, or enforceability solely because it is in electronic form.” This simple statement provides that electronic signatures and records are just as good as their paper equivalents, and therefore subject to the same legal scrutiny of authenticity that applies to paper documents.

Section 101 of the ESIGN Act, sub-section (b), preserves the rights of individuals to NOT USE electronic signatures. Here the law provides that individuals reserve the right to use a paper signature. Sub-section (c) is in direct support of (b) by requiring a “Consumer Disclosure” that the signatory has consented to use an electronic format. By submitting an online application for services at Southwest Heritage Credit Union, you agree that an electronic facsimile of your signature or electronic agreement carries the full legal weight of a written signature.

Section 101 (c)(1)(C) states that the consumers also “consent electronically, in a manner that reasonably demonstrates that the consumer can access information in the electronic form that will be used to provide the information that is the subject of the consent.”

## **RETENTION OF RECORDS**

Section 101(d) provides that if a law requires that a business retain a record of a transaction, the business satisfies the requirement by retaining an electronic record, as long as the record “accurately reflects” the substance of the contract and is “accessible” to people who are entitled to access it “in a form that is capable of being accurately reproduced for later reference, whether by transmission, printing or otherwise.”

## **E-SIGN DISCLOSURE AND CONSENT**

The E-Sign Disclosure and Consent applies to all communications between the member and Southwest Heritage Credit Union that are not otherwise governed by the terms and conditions of an electronic disclosure and consent.

The words “we,” “us,” and “our” refer to Southwest Heritage Credit Union with whom you have your account, and the words “you” and “your” mean you, the individual member(s) or entity



identified on the Account(s). "Communication" means any member agreements or amendments thereto, disclosures, notices, responses to claims, transaction history, privacy policies and all other information related to the product or service, including but not limited to information that we are required by law to provide to you in writing.

1. **Scope of Communications to Be Provided in Electronic Form.** When you use a product or service to which this disclosure applies, you agree that we may provide you with any communications in electronic format, and that we may discontinue sending paper communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic communications and transactions includes, but it not limited to:
  - All legal and regulatory disclosures and communications associated with the product or service available through [www.swhcu.com](http://www.swhcu.com) for your account.
  - Notices or disclosures about a change in the terms of your account or associated payment feature and responses to claims.
  - Privacy policies and notices.
2. **Method of Providing Communications to You in Electronic Form.** All communications that we provide to you in electronic form will be provided either (1) via e-mail, (2) by access to a web site that we will designate in an e-mail notice we sent to you at the time the information is available, or (3) to the extent permissible by law, by access to a web site that we will generally designate in advance for such purpose.
3. **How to Withdraw Consent.** You may withdraw your consent to receive communications in electronic form by contacting us at [info@swhcu.com](mailto:info@swhcu.com). At our option, we may treat your provision of an invalid e-mail address, or the subsequent malfunction of a previously valid e-mail address, as a withdrawal of your consent to receive electronic communications. We will not impose any fee to process the withdrawal of your consent to receive electronic communications. Any withdrawal of your consent to receive electronic communications will be effective only after we have a reasonable period to process your withdrawal.
4. **How to Update Your Records.** It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to this disclosure and your account, and to maintain and to promptly update any changes in this information. You can update this information through online banking at [www.swhcu.com](http://www.swhcu.com), by contacting us at P.O. Box 4898, Odessa, TX 79760-4898 or calling us at 432-367-8993.
5. **Hardware and Software Requirements.** To access, view and retain electronic communications that we make available to you, you must have:
  - An internet browser that supports 128-bit encryption.
  - Sufficient electronic storage capacity on your computer's hard drive and other data storage unit.
  - An e-mail account with an internet service provider and e-mail software to participate in our electronic communications program.



- A personal computer with operating system and telecommunications connections to the internet capable of receiving, accessing, displaying, and either printing or storing communications received from us in electronic form via a plain text-formatted e-mail or by access to our web site.
6. **Request Paper Copies.** We will not send you a paper copy of any communication, unless you request it, or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic communication to you. To request a paper copy, contact us by clicking on the Contact Us page at [www.swhcu.com](http://www.swhcu.com) and request a paper copy via email, or send a postal letter, or visit one of our branches. We may charge you a reasonable service charge for the delivery of paper copies of any communication provided to you electronically pursuant to this authorization. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any communication that you have authorized us to provide electronically.
  7. **Communications in Writing.** All communications in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of this disclosure and any other communication that is important to you.
  8. **Federal Law.** You acknowledge and agree that your consent to electronic communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.
  9. **Termination/Changes.** We reserve the right, in our sole discretion, to discontinue the provision of your electronic communications, or to terminate or change the terms and conditions on which we provide electronic communications. We will provide you with notice of any such termination or change as required by law.
  10. **Consent.** By agreeing to the terms of an account requiring electronic signature, e-statements, or by checking "I have read, understand and agree to the E-Sign Act" you hereby give your affirmative consent to provide electronic communications to you as described herein. You further agree that your computer satisfies the hardware and software requirements specified above and that you have provided us with a current e-mail address at which we may send electronic communications to you.