

Online and Mobile E-Sign Disclosure and Consent Agreement

In this Online and Mobile E-SIGN Disclosure and Consent Agreement ("E-Sign Consent"): "Account" or "Accounts" is each account, now or in the future, that you hold with us, are authorized to administer or for which you are designated as an authorized signer, or a trust or other fiduciary account in which you have an interest that gives you legal authority to receive information or which is subject to the provision of a Service by us.

"We," "us," "our," "Silver State Schools Credit Union" refer to the entity that provides you one or more Accounts or Services and such entity's affiliates and subsidiaries or our agents, assignees or service providers.

"Communication" is defined in Section 1 below.

"Electronic Delivery" is the act of delivering Communications using electrical, digital, magnetic, wireless, optical, electromagnetic, or similar electronic means as set forth in Section 3 below, including through our websites or mobile applications. "Service" is any product or service that we offer for which Communications are required or permitted to be delivered.

1. Consent and Scope of Communications to be Provided Electronically.

We are required by law, regulation or agreement to give you certain information "in writing." With your consent, we can provide this information to you by Electronic Delivery. We also need your general consent to use electronic records and signatures in our relationship with you.

You agree that for all Communications for all Accounts and Services we may:

- (i) use Electronic Delivery and, at our sole discretion, **terminate paper delivery of Communications** to you, and
- (ii) **use and obtain electronic signatures from you** in each case unless and until you withdraw your consent to this E-Sign Consent as described in Section 5 below.

This E-Sign Consent applies to all Communications for all Accounts and Services, except to the extent it conflicts with the terms and conditions of a separate electronic disclosure and consent with respect to such Accounts and Services.

"Communications" include, but are not limited to, the following:

- (a) All legal, regulatory, or other disclosures associated with an Account or Service;
- (b) All **periodic statements** for an Account or Service, along with any notices related to such statements that we are required or permitted to include with paper statements;
- (c) All other documentation relevant to an Account or Service, including **agreements, amendments, account opening documentation, billing statements**, policies and procedures (including but not limited to our privacy policy), **terms and conditions, authorizations, updates, notices, responses to claims, transaction history**, Individual Retirement Account (IRA) and Employee Retirement Income Security Act (ERISA) information (including but not limited to notices, plan documents, amendments, account opening, verification, maintenance notices, and other such information);
- (d) Member material including **proxy materials, periodic reports, prospectuses, tender offer materials, corporate actions, fact sheets, newsletters, announcements**, and other similar disclosures, material or information;
- (e) **Investment materials**, including any Communication or disclosures required or permitted to be delivered to you in connection with any investment, strategy, opportunity or securities transaction;
- (f) Documents related to the administration, management, investment, and distribution of Accounts or Services owned or used by trustees or other fiduciaries;
- (g) **Trade confirmations** for transactions made for or against an Account, as well as any document, notice, or other information which we are required or permitted to deliver with trade confirmations;
- (h) Documents evidencing, governing or related to credit facilities, including, without limitation, **secured and unsecured extensions of credit, mortgage loans and home equity lines of credit, letters of credit, derivatives and other swap transactions**, requested by you as well as notices, confirmations, authorizations, or other

information which we are required or otherwise choose to send in relation to such credit facilities;

- (i) **Tax forms and reports** ("Tax Documents") relevant to an Account or Service, including tax forms which we are required or permitted to deliver via Electronic Delivery including, but not limited to, forms in the 1098 and 1099 series and Schedules K-1. Please see the section titled "Additional Provisions for Tax Documents" below for additional terms for electronic delivery of Tax Documents;
- (j) Communications for advisory or managed Accounts and Services;
- (k) **Marketing materials**; and
- (l) Any other document or other information required to be provided "in writing" or that we otherwise provide to you, or that you sign or submit or agree to at our request, in connection with your relationship with us.

2. Delivery Preferences.

You may select or modify your delivery preference for certain categories of Communications that we may, in our discretion, make available for any of your Accounts or Services except for Accounts or Services offered only via online or mobile platforms ("Digital Only Accounts and Services"). Physical delivery of Communications is not available for Digital Only Accounts and Services. Even if you select physical delivery for a category of Communications in your delivery preferences, we may, at our discretion, send Communications to you through Electronic Delivery in certain circumstances, including during emergencies, time sensitive situations, process disruptions, or other similar events. In such case, your consent to Electronic Delivery will apply. Additionally we reserve the right, but assume no obligation, to provide paper copies of any Communication that you have authorized us to provide via Electronic Delivery, even if you set your preferences to Electronic Delivery for those Communications.

Modifying your delivery preferences does not constitute a withdrawal or modification of your consent to Electronic Delivery. To withdraw your consent to receive Communications by Electronic Delivery, you must follow the instructions set forth in the section titled "How to Withdraw Consent" in Section 5 below.

Sometimes you are required to provide us with a written notice by law or under our agreement with you. Those notices must be provided to us on paper unless we tell you how to deliver the notice to us electronically.

Delivery Preferences for Accounts and Services:

When you consent to this E-Sign Consent, you agree:

- (a) If you are already indicated delivery preferences for certain categories of Communications for existing Accounts or Services, we will continue to honor such delivery preferences. If a new category of Communications becomes eligible for Electronic Delivery after the date of this E-Sign Consent, and you have elected Electronic Delivery for any existing category, we will pre-set your delivery preference to Electronic Delivery for the new category of Communications.
- (b) If you are a new user as of or after the date of this E-Sign Consent, we will pre-set your delivery preferences to Electronic Delivery for each category of Communications that is eligible for Electronic Delivery.
- (c) Whether you are already enrolled or are a new user, if you elect or have elected Electronic Delivery for any category of Communications, we may automatically send any Communications by Electronic Delivery for any future Accounts and Services.
- (d) For Digital Only Accounts and Services, all Communications will be provided by Electronic Delivery. Other than for Digital Only Accounts and Services, you can review or change your delivery preferences or obtain more information by contacting Silver State Schools Credit Union at 800.357.9654 or modifying preferences online at www.silverstatecu.com.

Other than for Digital Only Accounts and Services, you can review, change and obtain more information about your delivery preferences by visiting www.silverstatecu.com.

3. Method of Electronic Delivery.

All Communications (including alerts that Communications have been provided or posted) that we provide to you electronically will be provided by one or more of the following methods: **electronic messaging** (such as **e-mail**, or **SMS text** or **push notification** to your mobile device); by **access to a web site**, including our mobile websites or websites of third party service providers who we engage to deliver Communications through Electronic Delivery, that we will designate in a notice we send to you via electronic messaging at the time the information is available or that we will generally designate in advance for such purpose; via our **mobile applications**; or by **requesting you download** a Hyper Text Markup Language ("HTML") file or Portable Document Format ("PDF") or other specified electronic file containing the Communication. Communications delivered by e-mail will be sent to your e-mail address reflected in our records. You represent that any e-mail address you provide to us for Electronic Delivery purposes belongs to you or to a person who has authority to act for the Account or Service or, where relevant, to make transactions against the Account. You should print, download or otherwise retain a copy of this E-Sign Consent and all other Communications provided by Electronic Delivery.

4. Hardware and Software Requirements.

In order to access, view, and retain electronic Communications, you must have:

- (a) Access to a device (e.g., computer, smartphone, mobile device, tablet, etc.) suitable for connecting to the Internet, or downloading our mobile apps with the Current Version (as defined below) of (i) an operating system, such as Windows, Mac OS, iOS or Android, and (ii) a web browser that we support.
- (b) A connection to the Internet;
- (c) Local electronic storage capacity to retain Communications and/or a printer to print Communications;
- (d) A valid e-mail account and software to access it; and
- (e) Software that enables you to view and display files in HTML and PDF format.

By "Current Version," we mean a version of the software that is currently being supported by its publisher. From time to time, we may offer services or features that require that your Internet browser be configured in a particular way, such as permitting the use of JavaScript or cookies. If we detect that your Internet browser is not properly configured, we may provide you with a notice and advice on how to update your configuration. We reserve the right to discontinue support of a Current Version of software or an operating system if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use. 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 electronic Communications, we will give you notice of the revised hardware or software requirements. Continuing to use this service after receiving notice of the change is reaffirmation of your consent.

5. How to Withdraw Consent.

Withdrawal of consent for certain Communications may result in a fee or change in fee for some Accounts. Please refer to your account agreement for additional information. We will not impose any fee to process the withdrawal of your consent to receive Communications by Electronic Delivery. However, your access and use of the Services or certain features of Accounts and Services may be terminated. Any withdrawal of your consent to receive Communications by Electronic Delivery will be effective only after we have a reasonable period of time to process your withdrawal.

At our option, we may treat the 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 Communications by Electronic Delivery.

A withdrawal of consent does not apply to a tax document that was provided electronically before the date on which the withdrawal of consent takes effect. However, after withdrawal of consent, to the extent that we are required to provide additional tax documents to you, we will provide them on paper.

If you have multiple Accounts and wish to withdraw consent for all Accounts, you must withdraw consent separately for each Account. To withdraw consent, you may withdraw your consent to receive Electronic Delivery of Communications by calling us at 800.357.9654, mailing us at P.O. Box 12037, Las Vegas, NV 89112-0037 or emailing us at support@silverstatecu.com.

6. How to Update Your Records.

It is your responsibility to provide us with true, accurate and complete e-mail address, mobile telephone numbers (if provided), and other information related to this E-Sign Consent and your Accounts, and to maintain and promptly update any changes to this information.

You can update your records by calling us at 800.357.9654, mailing us at P.O. Box 12037, Las Vegas, NV 89112-0037 or emailing us at support@silverstatecu.com.

7. Requesting Paper Copies.

You should not expect to receive a paper copy of any Communications unless you request it. 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 Communication to you by Electronic Delivery. We may charge you a reasonable service charge, with prior notice of any such charge, for the delivery of paper copies of any Communication provided to you electronically pursuant to this E-Sign Consent.

To request paper copies of electronic Communications call us at 800.357.9654, mailing us at P.O. Box 12037, Las Vegas, NV 89112-0037 or emailing us at support@silverstatecu.com.

8. Accounts with Multiple Owners or Authorized Persons.

Each Account owner may provide an email address for the Account in connection with each owner's consent to receive electronic Communications. Only one account owner's authorization is required to enroll in Electronic Delivery for Communications and to manage preferences for any category of Communications including Account statements. For purposes of electronic

notification for paperless statements and other Communications on a joint or multiple owner Account, you agree that electronic notifications for such Communications delivered to the email address of the Account owner who enrolls in Electronic Delivery for such Communications will constitute delivery to all Account owners, even if all Account owners may not have access to such email address. If you have designated one or more interested parties to receive paper copies of certain Communications, they will continue to receive copies of such Communications via U.S. mail.

9. Additional Provisions for Tax Documents.

By consenting to this E-Sign Consent, you affirmatively consent to the delivery of any Tax Documents through Electronic Delivery. You will also receive a paper copy of Tax Documents, unless you opt-out of paper delivery by setting the appropriate preference, as described above in the section titled "Setting Preferences for Electronic Delivery." Each of the following applies to the Electronic Delivery of Tax Documents:

- (a) You are not required to receive Tax Documents through Electronic Delivery. If you currently have the option to elect to solely receive Tax Documents electronically and you did not make that election, we will also provide you with a paper copy.
- (b) Your election to receive Tax Documents through Electronic Delivery allows us to use Electronic Delivery to deliver any Tax Document which we are legally permitted to provide to you now or at any time in the future until such time that you withdraw your consent.
- (c) You may receive a paper copy of any Tax Document by requesting a paper copy of such Tax Document through the procedures set forth in the section titled "Requesting Paper Copies" above. Requesting a paper copy of a Tax Document will not be treated as a withdrawal of your consent to this E-Sign Consent.
- (d) You may withdraw your consent to this E-Sign Consent at any time through the procedures set forth in the section titled "How to Withdraw Consent" above. You may also change your preferences regarding Electronic Delivery of Tax Documents from time to time without withdrawing your consent. Withdrawal of consent to Electronic Delivery of Tax Documents will not include Tax Documents previously provided through Electronic

Delivery; such Tax Documents may continue to be provided online for the applicable posting period. We will confirm your withdrawal request and the date on which it takes effect in writing (either electronically or on paper). If you withdraw your consent, we will send you paper copies of any additional Tax Documents we are required to provide.

- (e) The delivery of Tax Documents through Electronic Delivery may be terminated at any time by us. Further, we may make certain Tax Documents available electronically only for a limited time. Currently, such period of time for most Tax Documents is from January 31st or February 15th, as applicable, of the relevant year until October 15 of such year. Certain Tax Documents may be available electronically for a longer time. Certain Tax Documents that are provided electronically may have to be printed out and attached to a federal, state or local income tax return.
- (f) If you need to update any information relevant to Electronic Delivery of Tax Documents, you may request that such information be updated through the procedures set forth in the section titled "How to Update Your Records" above.
- (g) We will notify you when each Tax Document is available. We may notify you by mail or electronically, for example, by sending you an email. We will notify you if any Tax Document is undeliverable.
- (h) A description of the hardware and software required to access, print, and retain Tax Documents are set forth in the section titled "Hardware and Software Requirements" above.

10. Important Information regarding Transmission of Investment Material through Electronic Delivery.

CONSENT TO RECEIVE PROSPECTUSES AND OTHER INVESTMENT MATERIAL DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY, NOR SHALL THERE BE ANY SALE OF, THE SECURITIES IDENTIFIED IN ANY COMMUNICATION IN ANY JURISDICTION WHERE SUCH OFFER SOLICITATION OR SALE WOULD BE UNLAWFUL PRIOR TO REGISTRATION OR QUALIFICATION UNDER THE LAWS OF SUCH JURISDICTION. CONSENT TO RECEIVE SUCH INFORMATION THROUGH ELECTRONIC DELIVERY DOES NOT GUARANTEE THAT YOU WILL PARTICIPATE IN OR ACQUIRE SHARES IN ANY OFFERING OF SECURITIES.

11. Federal Law.

You acknowledge and agree that your consent to this E-Sign Consent is provided in connection with a transaction affecting interstate commerce, that it is subject to the federal Electronic Signatures in Global and National Commerce Act (the "E-SIGN Act"), and that you and we both intend that the E-SIGN Act apply to the fullest extent permitted by law.

12. Termination/Changes.

We reserve the right, in our sole discretion, to discontinue providing you with 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.

13. Acceptance and Consent.

By consenting to this E-Sign Consent, you agree to the following statements:

- (a) I have read, understand and agree to be bound by the terms and conditions contained in this E-Sign Consent, and consent to receive Communications and execute documents via Electronic Delivery according to the process described herein;
- (b) I am able to download and review files in PDF format, and I have internet access and can send and receive emails with links to websites;
- (c) Certain Communications may be delivered to me in paper form and in the future some or all of these Communications may be made available for me to view electronically in accordance with this E-Sign Disclosure;
- (d) My consent to receive Communications electronically does not automatically expire and is not limited as to duration;
- (e) I may incur costs, including but not limited to online time and other charges from my internet service provider or telephone carrier in accessing and/or viewing Communications;



- (f) I am authorized to provide consent, as well as Electronic Delivery elections and instructions, on behalf of all co-applicants for, and co-owners of, any of my Accounts;
- (g) I may terminate or suspend Electronic Delivery at any time at my discretion;
- (h) Silver State Schools Credit Union and their agents will not be liable for any loss, liability, cost, expense, or claim for acting upon this authorization or arising from my use of the product or services provided pursuant to this E-Sign Consent; and
- (i) Communications provided along with my account statements contain important information or disclosures concerning my Accounts or Services and I agree to review such Communications in a timely manner.

