

# Electronic Communications Agreement

It is our goal to provide you with as many digital banking options as possible, including providing information to you electronically. We are required by law to give you certain information in writing. This means you have the right to receive that information on paper. With your consent, we can provide it to you electronically, instead.

## **In this Agreement:**

- "We," "us," "our," and "BBVA" mean BBVA USA, Member FDIC, a member of the BBVA Group, or any other affiliate bank of BBVA USA Bancshares, Inc., and our service providers, including the Program Manager.
- "You" and "your" mean 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 BBVA product that you apply for, use or access.
- "Communications" means each disclosure, notice, agreement, fee schedule, privacy policy, statement, record, document, and other information we provide to you, or that you sign or submit or agree to at our request.
- "Program Manager" means the company that is offering you the ability to open an account with us and access our services. This generally occurs through the Program Manager's website or mobile application.
- "Application" means the technology and other means by which you to access the account and services we provide. The Program Manager makes the Application available to you.

## **You agree to receive electronic Communications from us.**

As part of your relationship with us, we will provide you with Communications. By accepting this Agreement, you consent to receiving Communications in electronic form for any products, services and accounts that you have or apply for, either now or in the future. You also consent to the use of electronic signatures in your relationship with us.

We may still choose to provide you with information on paper even though you have consented to receive it electronically. In some cases, we are not permitted by law to deliver certain Communications to you electronically. However, if the law changes in the future and permits additional Communications to be delivered electronically, this Agreement will automatically cover those Communications as well.

## **We may deliver electronic Communications to you in several ways.**

When we deliver electronic Communications to you, we will either: (1) email them to you; (2) post them on our website; (3) present them on-screen or for download through one of our online or mobile banking services; (4) include them in other electronic Communications that we are delivering to you, such as electronic account statements; or (5) in the manner specified in any other agreement we have with you. If we are not emailing or presenting the information to you directly, we will tell you where you can go to view that information.

If you seek to obtain a new product, service or account with us, we may remind you that you have already consented to receiving electronic Communications and using electronic signatures in your relationship with us. If you choose not to receive electronic Communications or use electronic signatures in connection with the new product, service or account, that choice does not mean you have withdrawn your consent with respect to any other product, service or account.

## **You will need some technology to receive electronic Communications.**

To receive and retain electronic Communications from us, you will need the following:

- A computer or mobile device with an operating system that supports everything below;
- A connection to the internet;
- A current version of a web browser or mobile application that we support;
- A hard drive or other data storage unit;
- A valid, active email address; and
- A current version of a program that displays PDF files (such as [Adobe Reader<sup>\(R\)</sup>](#)).

To test your ability to open a PDF file, please [click here](#).

If our hardware and 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 change. Continuing to use our electronic services after receiving notice of updates to our system requirements signifies your acceptance of the change and reaffirmation of your consent.

**Please keep your contact information up to date.**

It is your responsibility to keep all of your contact information current so that we can send you electronic Communications. You can update your email address and other contact information through the Application or by contacting the Program Manager.

**You may have the option to receive paper copies.**

We may choose to make paper copies of certain electronic Communications available upon request. There may be a fee for providing a paper copy. If you would like a paper copy, please contact the Program Manager to find out whether a paper copy is available and the amount of any fee for that copy.

**You can withdraw your consent to receiving electronic Communications.**

You have the right to withdraw this consent at any time. Withdrawing consent may result in the termination of your account and access to the services we provide. After we have processed your withdrawal, future Communications required to be in writing will be delivered to you on paper, subject to applicable fees. To withdraw your consent to receiving electronic Communications, you should contact the Program Manager. Your withdrawal of consent will become effective only after we have had a reasonable opportunity to act upon it.