

Consent to Electronic Agreements and Communications (E-SIGN)

Revised Sept. 2020

*I, the undersigned **Adult Client** or **Parent or Guardian of a Minor or Dependent Client**, hereby agree and consent to enter into and sign agreements with the **TAMU Psychology Clinic ("the Clinic")** electronically, and to receive notices, notifications and communications electronically, as set forth more fully herein.*

I acknowledge and agree that:

Electronic Agreements and Signatures

- The Clinic and I can enter into and sign agreements electronically, including without limitation, subscription agreements, limited liability agreements, and amendments to agreements (collectively "Agreements").
- My use of a key pad, mouse or other device to select an item, button, icon or similar act /action, or to otherwise provide instructions to the Clinic electronically, or in accessing or making any transaction regarding any Agreement, acknowledgement, consent, terms, disclosures or conditions constitutes my signature (my "E- Signature"), acceptance and agreement the same as if actually signed by me in writing.
- I agree that no certification authority or other third-party verification is necessary to validate my E-Signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of my E-Signature or any resulting contract between me and the Clinic.
- I represent that I am authorized to enter into this Consent and future Agreements for all persons who own or are authorized to access any of my accounts, and that such persons will be bound by the terms of this Consent.
- The parties' electronic signatures shall be valid and enforceable in accordance with the Electronic Signatures in Global and National Commerce Act ("E- SIGN"), 15 U.S.C. 7001, et seq.
- All Agreements shall constitute original documents admissible in a court of law when printed from electronic files and records established and maintained by either party in the normal course of business.

Electronic Delivery of Communications

I agree to receive electronically all communications, documents, notices and disclosures (collectively, "Communications") that the Clinic provides in connection with my account and transactions (collectively "Account") with the Clinic. Communications include:

- Transaction receipts and confirmations;
- Invoices and statements for services rendered;
- Account statements and history;
- Federal and state tax statements Clinic is required to make available to me; and
- Any other Account or transaction information.

Mailing Address

TAMU Psychology Clinic
4258 TAMU
Texas A&M University
College Station, TX 77843-4258

Tel: 979-845-8017; FAX: 979-845-5191

How I Can Withdraw Consent

I understand I may withdraw my consent of E-Signature and/or to receive electronic Communications by writing to the Clinic and mailing via postal mail my written statement of withdrawal of consent to:

TAMU Psychology Clinic, Texas A&M University, 4258 TAMU, College Station, TX 77843-4258.

If I fail to provide or if I withdraw my consent to receive Communications electronically, the Clinic reserves the right to either deny my application for an Account, restrict or deactivate my Account, close my Account, or charge additional fees for paper copies.

Requesting Paper Copies of Electronic Communications

If, after I consent to receive communications electronically, I would like a paper copy of a communication the Clinic previously sent, I may request a copy within 180 days of the date provided the communication to me by contacting the Clinic as described above. The Clinic will mail the paper copy to me by U.S. mail. For the Clinic to mail me paper copies, I must have a current street address on file as my "Home" mailing address in my Clinic Patient profile. If I request paper copies, I understand and agree that the Clinic may charge a Records Request Fee for each Communication.

Updating my Contact Information

It is my responsibility to keep my primary email address up to date so that the Clinic can communicate with me electronically. I understand and agree that if the Clinic sends me an electronic communication but I do not receive it because my primary email address on file is incorrect, out of date, blocked by my service provider, or I am otherwise unable to receive electronic communications, the Clinic will still be deemed to have provided the Communication to me.

I understand that if I use a spam filter that blocks or re-routes emails from senders not listed in my email address book, I must add the Clinic to my email address book so that I will be able to receive the Communications Clinic sends to me.

I can update my email address or mailing and/or street address at any time by contacting the Clinic at 979-845-8017. If my email address becomes invalid such that electronic communications sent to me by the Clinic are returned, the Clinic may deem my Account to be inactive, and I will not be able to transact any activity using my Account until the Clinic receives a valid, working primary email address from me.

Hardware and Software Requirements

To receive electronic communications, I understand I must have a computer, tablet, smartphone or similar device that can access the Internet and my email account and address where the Clinic may communicate with me via email. My click-acceptance of this Consent electronically demonstrates that my ability to access communications and other information electronically.

*By checking the box below, I hereby state that I have read, understood, and agree to the terms of this document and hereby agree and consent to enter into and sign agreements with **the Clinic** electronically, and to receive notices, notifications and communications electronically, as set forth in this document.*

Accept

*If I DO NOT ACCEPT, I may not proceed yet with Telebehavioral Health services from **the Clinic** except to arrange how to exchange printed or electronic agreements and consent documents for my direct signature and approval and consent.*