



# Locality Bank

## E-SIGN DISCLOSURE AND CONSENT AGREEMENT

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Our goal is to provide you with as many options as possible for receiving your account documents. We are required by law to give you certain information “in writing,” which means you are entitled to receive it on paper. We may provide this information to you electronically, instead, with your prior consent. We also need your general consent to use electronic records and signatures in our relationship with you. So, before you use our Digital Services you must review and consent to the terms outlined below.

As used in this E-SIGN Disclosure and Consent Agreement (“E-SIGN Agreement”), the words and phrases listed below are defined as follows:

- “We”, “us”, “our”, “Bank”, and “Locality” refer to Locality Bank, and its current and future affiliates, subsidiaries, agents, service providers, and their assigns.
- “Online Banking” has the same meaning as provided in the Online Banking Agreement or the Cash Management Services Master Agreement, as applicable.
- “Digital Services” means the Personal Online Banking Services and features described in the Personal Online Banking Agreement, or the Treasury Management Services described in the Cash Management Services Master Agreement.
- “Electronic Documents” refers to any written information or documents that we provide to you in electronic, non-paper form, using the methods of delivery described in Section 2 below.

### **1. Consent to use electronic records and signatures; Choosing to receive Communications electronically or in writing; Certain information must still be provided in writing.**

By consenting to this E-SIGN Agreement, you understand and agree that any information or documents that Locality Bank may be required to provide you in writing arising from our obligations under contract, or applicable laws or regulations, may be provided to you as Electronic Documents. Such documents include but are not limited to account disclosures, periodic or billing statements, tax documents, authorizations, privacy policies, alerts, notices of changes to your account or to Bank policies, and any other information provided in writing related to your relationship with Locality Bank.

In our sole discretion, the documents or information we provide to you, or that you sign or agree to at our request, may be provided as Electronic Documents. We may also use electronic signatures and obtain them from you as a part of our transactions with you.

We may always, in our sole discretion, provide you with any information via paper even if you have chosen to receive it electronically. There are certain documents 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 documents to you in writing. However, if the law changes in the future and permits any of these documents to be delivered as Electronic Documents, this consent will automatically cover those documents as well.

Digital Services provided by Locality Bank are additionally governed by any other separate agreement(s) you may have with Locality or any of its affiliates or subsidiaries, including but not limited to the Online Banking Agreement, the Cash Management Services Master Agreement, the Deposit Account Agreement, account fee schedule, loan agreements, and amendments or changes made to such agreements.

### **2. Methods for delivery of Electronic Documents.**

Electronic Documents will be delivered to you in one of the following ways:

- Through Online Banking as a Portable Document Format (“PDF”) file. You will receive an email notification when a document is available for viewing in Online Banking. For accounts with joint or multiple owners, each account owner is able to provide an email address for the receipt of email alerts regarding the availability of documents. Only one account owner’s authorization is required to receive electronic documents.
- Through email.
- Through our mobile banking application.
- Through SMS or push notification to your mobile device.

### **3. Delivery preferences for certain categories of documents.**

You may modify your preference to receive certain categories of Electronic Documents that we may make available through one or more Digital Services. Modifying your preference to receive certain documents electronically does not constitute a withdrawal or modification of your consent to receive Electronic Documents under this E-SIGN Agreement. To withdraw your consent to receive Electronic Documents, you must follow the instructions in Section 6 below.

### **4. Receiving paper copies.**

You can change your document delivery preferences at any time, unless otherwise prohibited under the terms and conditions of a specific account agreement.

To change your document delivery preferences, you can:

- Log in to Online Banking
- Call 954-799-0900
- Visit a Locality Bank location

#### **5. Consent covers all Locality Bank Products.**

Your consent covers all documents relating to any Locality Bank 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 product from us. When you do, we may remind you that you have already given us your consent to use Electronic Documents and signatures in connection with the new product or service, your decision does not mean you have withdrawn this consent for any other Locality Bank product.

We agree that we may satisfy our obligation to provide you with an annual copy of our Privacy Policy keeping it available for review on <https://www.localitybank.com> or, with prior notice to you, on another website where we offer Digital Services.

#### **6. Declining this disclosure; Withdrawing your consent at any time; Consequences of withdrawing consent; How to give notice of withdrawal.**

Please note that by declining the terms and conditions set forth in this disclosure you may lose access to Digital Services which include Online Banking, Mobile Banking, and the ability to use certain Locality Bank products. You have the right to withdraw your consent to receive Electronic Documents at any time. Your withdrawal 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 US Postal Service or other courier. Depending on the specific Locality Bank 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 fees that may apply.

To withdraw your consent to receive Electronic Documents, you must call 954-799-0900.

#### **7. You must keep your e-mail address current with us.**

You must promptly notify us of any change in your email address. Sign on to Online Banking to manage your contact information and update the email address on record for you.

#### **8. Necessary software and hardware to access, view and retain electronic documents.**

In order to access, view and retain Electronic Documents from us, you must have the necessary software and hardware, including:

- A current version of an Internet browser;
- A connection to the Internet;
- A current version of a program that accurately reads and displays HTML and PDF files;
- A computer, tablet, smartphone, or equivalent device equipped with an operating system capable of supporting all of the above. You will also need a printer if you wish to print out and retain documents on paper.

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 your Internet browser be configured in a particular way, such as permitting the use of JavaScript or cookies. 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.

#### **9. Acceptance and 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 documents, 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 Locality Bank products.

By consenting to this disclosure, you agree to the following statement: I have read and understand and agree to be bound by the terms and conditions described above and consent to receive electronic documents according to the process described above. I understand that I may incur costs, including, but not limited to, data charges from my Internet and/or mobile service provider, in accessing such documents.

I understand and agree that: (i) some documents may still continue to be delivered to me via US mail until such time that Locality makes the documents available electronically in accordance with this Agreement; (ii) my consent to view documents electronically is not limited in duration and does not automatically expire; (iii) the entity or entities with which I have my account(s) and/or their agents may revoke my participation in Digital Services, including electronic document delivery, at any time at their discretion; and (iv) Locality Bank, its affiliates, subsidiaries, agents, or assigns 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 Agreement. If we provide Electronic Documents to you and you would like a paper copy of any such document, please open the electronic version of the document and follow the appropriate links to print the document. Or you may contact the Bank at [support@localitybank.com](mailto:support@localitybank.com) or call us 954-799-0900. We may charge a fee for paper documents. Please refer to your account agreement and fee schedule for more information.