



*Customer Driven. Community Focused.®*

## **E-Statement Agreement and Disclosure** **Agreement to Receive Electronic Statements and Signatures**

**BY CLICKING, "I ACCEPT" YOU AGREE TO BE BOUND BY AND FULLY COMPLY WITH ALL PROVISIONS OF THIS E-STATEMENT AGREEMENT AND DISCLOSURE.**

This E-Statement Agreement and Disclosure ("Agreement") regarding E-Statements for Citizens Alliance Bank ("Bank") applies to each bank account you have with us where electronic statements are available, in accordance with the Electronic Records and Signatures in Commerce (E-SIGN) Act.

The words "we," "us" and "our" mean Citizens Alliance Bank. The words "you" and "your" mean you, the person giving this consent, and also each additional owner, authorized signer, authorized representative, product owner and/or service user identified on any Citizens Alliance Bank Product that you apply for, use or access. Please review this entire document to ensure that you understand the full scope of rights and responsibilities associated with this Agreement.

### **Definitions**

#### Citizens Alliance Bank Product

Includes all products or services we offer that you apply for, own, use, administer or access, either now or in the future. Citizens Alliance Bank Products include Electronic Signatures.

#### Communications

Includes all disclosures, notices, agreements, fee schedules, statements, records, documents and other information we provide to you, or that you sign, submit or agree to at our request.

#### Electronic Signature

Includes all products and services we offer that you apply for, use, administer or access using the Internet, website, email, messaging services (including text messaging) and/or software applications (including applications for mobile or hand-held devices), either now or in the future.

### **Description of Service**

As part of your relationship with us, we want to ensure that you have all the information you need to effectively manage your account(s). 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; before you use our Electronic Services you must review and consent to the terms outlined below.

### **Electronic Records and Signatures**

In our sole discretion, the Communications we provide to you, or that you sign or agree to at our request, may be in electronic form ("Electronic Records").

Electronic Records may be delivered to you in a variety of ways. These various delivery methods are described in our Online Banking Agreement and in other agreements we may have with you. In some cases, you will be able to choose whether to receive certain Communications electronically, on paper or both. We will provide you with instructions on how to make those choices when they are available.

We may always, in our sole discretion, provide you with any Communication in writing, even if you have chosen to receive it electronically. Sometimes the law, or our agreement with you, requires you to give us written notice. You must still provide these to us on paper, unless we specifically tell you in another Communication how you may deliver that notice to us electronically.

There are certain Communications that by law we are not permitted to deliver to you electronically, even with your consent. So as long as required by law, we will continue to deliver those Communications to you in writing to the address we have on file. However, if the law changes in the future and permits any of those Communications to be delivered as Electronic Records, this consent will automatically cover those Communications as well.

Please note, we may be unable to fulfill and service Citizens Alliance Bank Products in a language other than English.

You agree to provide us a correct email address that will be used to deliver email notifications from the Service. You agree that we will be deemed to have acted reasonably if in the event an email notice to your email address is undeliverable, we will attempt to resend the email one additional time. You understand and expressly agree that if the second attempt fails, you may be un-enrolled from the Service and you will begin receiving paper statements with your next statement cycle.

### **Receive Paper Copies**

If we provide Electronic Records to you, and you want a paper copy, you may contact your local Bank Representative or call us toll-free at (844) 772-4258 and request a paper copy. You may have to pay a fee for the paper copy unless charging a fee is prohibited by applicable law. Please refer to the Fee Schedule for any fee that may apply for paper copies.

### **Consent Scope**

Your consent covers all Communications relating to any Citizens Alliance 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 Citizens Alliance Bank product from us. When you do, we may remind you that you have already given us your consent to use Electronic Records and Signatures. If you decide not to use Electronic Records and Signatures in connection with a new product or service, your decision does not mean you have withdrawn this consent for any other Citizens Alliance Bank Product.

You agree that we may satisfy our obligation to provide you with an annual copy of our Privacy Policy by keeping it available for review on [www.citizensalliancebank.com](http://www.citizensalliancebank.com) or with prior notice to you on another website where we offer Electronic Services.

### **Withdrawing Consent**

You have the right to withdraw your consent at any time. Please be aware, however, that withdrawal of consent may result in the termination of:

- Your access to our Electronic Services, and
- Your ability to use certain Citizens Alliance Bank Products.

Your withdrawal of consent 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 U.S. Postal Service or other courier. Depending on the specific Citizens Alliance 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 Fee Schedule for any fees that may apply.

To withdraw your consent:

- Contact us toll-free at (844) 772-4258, or

- Contact your local Bank Representative.

### **Hardware and Software Requirements**

To receive Electronic Records, you must have access to:

- A current version of an Internet browser we support,
- A connection to the Internet,
- A current version of a program that accurately reads and displays PDF files (such as Adobe Acrobat Reader),
- A computer and an operating system capable of supporting all of the above. You will also need a printer if you wish to print and retain records on paper and electronic storage if you wish to retain records in electronic form, and
- You must have access to an active email account.

In some cases, you may also need a specific brand or type of device that can support a particular software application, including an application intended for particular mobile or hand-held devices.

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 your Electronic Records, we will give you notice of the revised hardware or software requirements. Continuing to use Electronic Services after receiving notice of the change is reaffirmation of your consent.

### **Termination or Changes of Information**

We reserve the right, in our sole discretion, to discontinue the delivery 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.

### **Updating Information**

It is your responsibility to provide us with accurate and complete information regarding your email address, contact and other information related to this disclosure and your account(s), and to maintain and update any changes to this information. You can update such information by contacting your local Bank representative.

### **CONSENT TO USE ELECTRONIC RECORDS AND SIGNATURES**

**Please indicate your consent to use electronic records and signatures by clicking on the “I Accept” button below. 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 records, and that you have access to 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, product owners and/or service users identified with your Citizens Alliance Bank Products.**

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