



### **E-Sign Disclosure and Consent**

This E-Sign Disclosure and Consent ("E-Sign Consent") applies to all Communications for your Loan and/or Deposit account (the "Account").

The words "we," "us," and "our" refer to New Era Bank, and the words "you" and "your" mean you, the individual(s) or entity holding the Account.

"Communication" means any customer agreements or amendments thereto, periodic statements, tax statements, disclosures, notices, responses to claims, transaction history, privacy policies and all other information related to your Account, including but not limited to information that we are required by law to provide to you in writing.

### **Scope of Communications to Be Provided in Electronic Form**

You agree that we may provide you with any Communications that we may choose to make available in electronic format, to the extent allowed by law, and that we may discontinue sending paper Communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic communications and transactions includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with the Account or any product or service available through use of the Account. As an example, we may choose to send by e-mail legally required notification of changes to terms and conditions related to the Account.
- Notices or disclosures about a change in the terms of your Account or associated payment feature and responses to claims.
- Privacy policies and notices.
- Periodic statements for your Account or such other Communications that we may include from time to time as part of the enrollment to receive electronic statements.

### **Method of Providing Communications to You in Electronic Form**

All Communications that we provide to you in electronic form will be provided either (1) via e-mail, (2) by access to a web site that we will designate in an e-mail notice we send to you at the time the information is available, (3) to the extent permissible by law, by access to a web site that we will generally designate in advance for such purpose, or (4) by requesting you download a PDF file containing the Communication.

### **How to Withdraw Consent**

You may withdraw your consent to receive Communications in electronic form by calling us at 573-783-3336. At our option, we may treat your 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 electronic Communications. Any withdrawal of

your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal.

### **How to Update Your Records**

It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to the Disclosure and your Account, and to maintain and update promptly any changes in this information. You can update information (such as your e-mail address) through our web site or by calling us at 573-783-3336.

### **Hardware and Software Requirements**

In order to access, view, and retain electronic Communications that we make available to you, you must have:

- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit;
- An e-mail account with an Internet service provider and e-mail software in order to participate in our electronic Communications programs;
- A personal computer, operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing Communications received from us in electronic form via a plain text-formatted e-mail or by access to our web site.

### **Requesting Paper Copies**

We will not send you a paper copy of any Communication which is available electronically from us, unless you request it, or we otherwise deem it appropriate to do so. 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 electronic Communication to you. To request a paper copy, call us at 573-783-3336. We may charge you a reasonable service charge, of which we have provided you prior notice, for the delivery of paper copies of any Communication provided to you electronically pursuant to this authorization. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.

### **Communications in Writing**

All Communications in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of this Disclosure and any other Communication that is important to you.

### **Federal Law**

You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

### **Termination / Changes**

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

By checking this box I have read and agree to the E-Sign Disclosure and Consent.