

## Agreement to Conduct Business Electronically

The Exchange Bank and Trust and its affiliated entities, including but not limited to, The Exchange Bank & Trust (together referenced as “Bank” are required by law to provide you with certain disclosures, documents and communications when you (i) access and/or log in to an Exchange Bank & Trust website; (ii) proceed with an electronic process in connection with a banking activity (as applicable); (iii) accept electronic delivery of approved disclosures and policies, or account documentation (as applicable); and/or (iv) receive and/or request information electronically regarding your policy, contract or account (as applicable). We can only provide these disclosures and other information electronically with your consent. You are not required to conduct business electronically.

By reviewing and signing this consent form you will be agreeing to receive certain required and other documents that are permitted by state or federal law to be sent electronically. This electronic consent includes but is not limited to the following:

For loan accounts:

- Real Estate Settlement Procedures Act (RESPA; Regulation X) disclosures;
- Truth in Lending Act (TILA; Regulation Z) disclosures;
- Equal Credit Opportunity Act (ECOA; Regulation B) disclosures;
- Right to Receive a Copy of Appraisal Disclosures;
- Appraisals or Evaluations we may be required to provide to you;
- Other required documents or disclosures necessary for processing your loan application;
- Documents related to servicing your loan, such as periodic statements, change-in-terms notices, privacy notices, escrow notices;
- Other loan related documents or disclosures.

For all other accounts:

- Account Opening Disclosures;
- Terms and Conditions;
- Change in Terms Notices;
- Subsequent Disclosures;
- Periodic Statements;
- Electronic Funds Transfers;
- Online and/or Mobile Banking Agreements;
- Electronic Services Agreements;
- Other required documents or disclosures we are required to provide to you, such as Overdraft Notices, Insufficient Funds Notices; Delay in Funds Availability Notices;
- Other account related documents or disclosures.

You will be provided or have been provided the opportunity to establish your preferences with respect to receiving certain categories of communication from Exchange Bank & Trust and will be able to opt out of receiving them electronically at any time. You understand and agree that by consenting to electronic delivery of documents you are providing Exchange Bank & Trust with authorization to not provide paper copy delivery of communications, notices, documents, and disclosures and to begin electronic delivery to the e-mail address you provided.

### **1. Definitions**

The "Agreement" refers to this Agreement to Conduct Business Electronically. "You" and "your" refers to the individual, business or legal entity agreeing to conduct business electronically and/or election of the electronic delivery of required documents related to Exchange Bank & Trust products.

### **2. Consumer Consent**

With your consent, Exchange Bank & Trust can deliver disclosures and information to you by displaying or delivering the information electronically and requesting that you print or download the information and retain it for your records. Your consent also permits Exchange Bank & Trust to use an electronic signature and electronic records in connection with the requested transaction(s).

By clicking "I Agree" or "I Accept" or taking other similar actions required of you electronically to affirmatively demonstrate your consent, you agree that:

EXCHANGE BANK & TRUST CAN PROVIDE ALL DISCLOSURES REQUIRED BY LAW AND OTHER INFORMATION ABOUT YOUR LEGAL RIGHTS AND DUTIES ELECTRONICALLY.

EXCHANGE BANK & TRUST MAY SEND THE DISCLOSURES AND OTHER INFORMATION TO YOU ELECTRONICALLY VIA EMAIL OR TEXT MESSAGE OR VIA AN EXCHANGE BANK & TRUST PORTAL OR ANY OTHER ELECTRONIC MEANS USED FOR SUCH PURPOSE.

The use of a key pad, mouse or other device to click "I Agree" or "I Accept" constitutes your signature, acceptance and agreement as if actually signed by you in writing and has the same force and effect as a signature affixed by hand. You agree that the lack of a certification, authority or other third-party verification will not in any way effect the validity or enforceability of your signature.

By logging in, entering an Exchange Bank & Trust website and making a request, or otherwise following a procedure to verify your identity and intent to make a request, you are applying your electronic signature to your request. In addition to making disclosures and information available to you electronically, your electronic signature applies to all requests and transactions, present and future, you make electronically on the website, unless your consent is withdrawn.

### **3. Withdrawal of Consent to Use Electronic Records**

If you decide that you no longer wish to use electronic records or proceed with an electronic process for the purposes described herein, you must notify Exchange Bank & Trust that you are withdrawing your consent to use electronic records or proceed with an electronic process. You may withdraw that consent at any time. If you withdraw your consent, Exchange Bank & Trust will not be able to continue

processing any transactions you have requested electronically but may continue processing any requested transactions through non-electronic means. The provisions of the Agreement will remain in full force and effect until terminated in accordance with the provisions hereof.

#### **4. Procedure to Update Information Required to Contact You Electronically**

If you consent to use electronic records or proceed with an electronic process and your e-mail address changes or there is some other change in the method by which Exchange Bank & Trust can contact you electronically, you must update your Exchange Bank & Trust records with your updated contact information.

#### **5. How You Can Obtain a Paper Copy of Your Records**

You have the right to receive disclosures and other information in paper form. You may request paper copies of any disclosure or other information by contacting Exchange Bank & Trust at 913-367-6000.

#### **6. Hardware and Software Requirements**

To access and retain information and electronic records from Exchange Bank & Trust, you must be able to view, print or download PDF documents from your browser.

Have access to an Internet service using one of the following web browsers/applications as may be applicable to your circumstances. For best experience use:

- Browsers - (the latest version, plus the two previous versions)
  - Safari
  - Chrome
  - Firefox
  - Edge
  - NOTE: Cookies must be enabled on your browser to maintain your session
- Mobile Devices – (with the most recent software updates applied)
  - iOS
  - Android
- PDF Viewers
  - Acrobat or similar software may be required to view, print, or download PDF files.

If you are registering as a user and you do not have the required software and/or hardware, or if you do not wish to use electronic records and signatures for any other reason, DO NOT select "I Agree" or "I Accept" where shown on the screen and the registration process will be terminated.

#### **7. Legal Effect**

By consenting, you agree that electronic disclosures and information have the same meaning and effect as if Exchange Bank & Trust provided paper disclosures to you. Disclosures and information are considered to be received by you within 24 hours of the time emailed or posted in an Exchange Bank & Trust portal.

## **8. General**

Your consent does not mean that Exchange Bank & Trust must provide the disclosures and information electronically. Exchange Bank & Trust is still permitted, at its option and discretion, to deliver any and all disclosures and information on paper. Exchange Bank & Trust may also require that certain communications from you be delivered to Exchange Bank & Trust on paper at a specified address.

Although electronic documents are provided without charge, you understand that other online subscriptions or access fees by internet service providers may apply. You must maintain the ability to access and open electronic documents. You agree that, notwithstanding a request for electronic delivery of information, Exchange Bank & Trust may in its sole discretion send you copies of documents in paper copy form.

Exchange Bank & Trust reserves the right to cancel its provision of disclosures and information electronically as described in this Agreement, change the terms of use of any service or send disclosures and information in paper form at any time. Exchange Bank & Trust is responsible for sending the information and disclosures electronically but is not responsible for any delay or failure of your receipt.

Exchange Bank & Trust may record certain data and metadata concerning any transaction performed on the site in order to process any transactions or requests, to maintain a history of the transactions performed using the site, to resolve disputes, and for other business, legal, or regulatory reasons and may retain such information for the period of time required by such business, legal or regulatory requirements. This data and metadata may include and is not limited to: IP addresses; mouse clicks; scrolling; keystrokes; an audit trail showing your activity within an Exchange Bank & Trust website which may include but is not limited to: the screens that you viewed; your responses to any questions or prompts; the amount of time for each session; and other information indicating your experience in submitting or receiving information to Exchange Bank & Trust, or requesting that Exchange Bank & Trust take action in response to a request made by you.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE PROCEEDING. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PLEASE DO NOT PROCEED AND YOU SHOULD LEAVE THE SITE IMMEDIATELY.

## **9. Acceptance**

By agreeing, you agree and affirm:

- That you have read this Agreement to Conduct Business Electronically and consent to the terms thereof.
- That you are authorized to give this consent, have access to the internet and are at least 18 years of age.
- That you understand that there are certain risks associated with the transmission of confidential information, electronic delivery notifications, and other communications through electronic

delivery over the internet including but not limited to unauthorized access, system outages, delays and disruptions in telecommunications services and the internet.

- You understand and acknowledge that you are not required to consent to electronic delivery of disclosures and other information and that you can withdraw your consent at any time.
- You understand that you may request paper copies of any disclosure or other information by contacting Exchange Bank & Trust at 913-367-6000.