



---

# ONLINE and MOBILE E-SIGN DISCLOSURE and NOTICE OF ELECTRONICALLY DELIVERED BANKING STATEMENTS, LOAN NOTICES and DISCLOSURES

In this Online and Mobile E-SIGN Disclosure and Consent Agreement ("E-Sign Consent"):

- "Account" or "Accounts" is each account, now or in the future, that you hold with us, are authorized to administer or for which you are designated as authorized signer, or a trust or other customer fiduciary account in which you have an interest that gives you legal authority to receive information or which is subject to the provision of a Service by us.
- "Communication" is defined in Section 1 below.
- "Electronic Delivery" is the act of delivering Communications using electrical, digital, magnetic, wireless, optical, electromagnetic, or similar electronic means as set forth in Section 3 below, including through our websites or mobile applications.
- "Service" is any product or service that we offer for which Communications are required or permitted to be delivered.
- "We," "us," "our," "Modern Bank" and "MBG" refer to the entity that provides you one or more Accounts or Services and such entity's affiliates and subsidiaries or our agents, assignees or service providers. Entities may include, but are not limited to, Modern Bank National Association.

## 1. Consent and Scope of Communications to be Provided Electronically.

We are required by law, regulation or agreement to give you certain information "in writing." With your consent, we can provide this information to you by Electronic Delivery. We also need your general consent to use electronic records and signatures in our relationship with you.

You agree that for all Communications for all Accounts and Services we may (i) use Electronic Delivery and, at our discretion, terminate paper delivery of Communications to you and (ii) use and obtain electronic signatures from you in each case unless and until you withdraw your consent to

this E-Sign Consent as described in Section 4 below. This E-Sign Consent applies to all Communications for all Accounts and Services, except to the extent it conflicts with the terms and conditions of a separate electronic disclosure and consent with respect to such Accounts and Services.

"Communications" include, but are not limited to, the following:

- All legal, regulatory or other disclosures associated with an Account or Service;
- All periodic statements for an Account or Service, along with any notices related to such statements that we are required or permitted to include with paper statements;
- All other documentation relevant to an Account or Service, including agreements, amendments, account opening documentation, fee schedules, fee arrangements, billing statements, policies and procedures (including but not limited to our privacy policy), terms and conditions, authorizations, updates, notices (including notices of fee changes), responses to claims, transaction history, Individual Retirement Account (IRA) and Employee Retirement Income Security Act (ERISA) information (including but not limited to notices, plan documents, amendments, account opening, verification, maintenance notices, and other such information);
- Documents related to the administration, management, and distribution of Accounts or Services;
- Confirmations for transactions made for or against an Account, as well as any document, notice, or other information which we are required or permitted to deliver with account activities;
- Tax forms and reports ("Tax Documents") relevant to an Account or Service, including tax forms which we are required or permitted to deliver via Electronic Delivery including, but not limited to, forms in the 1098 and 1099 series and Forms 1042-S. Please see the section titled "Additional Provisions for Tax Documents" below for additional terms for electronic delivery of Tax Documents;
- Marketing materials; and
- Any other document or other information required to be provided "in writing" or that we otherwise provide to you, or that you sign or submit or agree to at our request, in connection with your relationship with us.

## **2. Delivery Preferences.**

You may select or modify your delivery preference for certain categories of Communications that we may, in our discretion, make available for any of your Accounts or Services except for Accounts or Services offered only via online or mobile platforms ("Digital Only Accounts and Services"). Physical delivery of Communications for Digital Only Accounts and Services is generally not available and receiving Communications in paper depends on the options available at account opening. Even if we agree to physical delivery for a category of Communications in your delivery

preferences, we may, at our discretion, send Communications to you through Electronic Delivery in certain circumstances e.g. fraud alerts, card freeze or other actions we deem necessary to maintain the security of your account. Additionally we reserve the right, but assume no obligation, to provide paper copies of any Communication that you have authorized us to provide via Electronic Delivery, even if you set your preferences to Electronic Delivery for those Communications.

Modifying your delivery preferences does not constitute a withdrawal or modification of your consent to Electronic Delivery. To withdraw your consent to receive Communications by Electronic Delivery, you must follow the instructions set forth in the section titled "How to Withdraw Consent" in Section 4 below.

Sometimes you are required to provide us with a written notice by law or under our agreement with you. Those notices must be provided to us on paper unless we tell you how to deliver the notice to us electronically.

When you consent to this E-Sign Consent, you agree:

- If your Account(s) are already enrolled online and you have already indicated a delivery preference for your existing Accounts, you agree that we may, at our election, convert your existing paper delivery election to paperless upon notice to you. In addition, if a new category of Communications becomes eligible for Electronic Delivery after the date of this E-Sign Consent, we will pre-set your delivery preference to Electronic Delivery for all new categories of Communications.
- If you are a new online user as of or after the date of this E-Sign Consent, we will pre-set your delivery preferences to Electronic Delivery for each category of Communications that is eligible for Electronic Delivery.
- In addition, whether you are already enrolled or are a new online user, we may automatically send any Communications by Electronic Delivery for any future Accounts and Services.

### **3. Delivery Preferences.**

All Communications (including alerts that Communications have been provided or posted) that we provide to you electronically will be provided by one or more of the following methods:

- electronic messaging (such as e-mail, or SMS text or push notification to your mobile device);
- by access to a web site, including our mobile websites or websites of third party service providers who we engage to deliver Communications through Electronic Delivery, that we will designate in a notice we send to you via electronic messaging at the time the information is available or that we will generally designate in advance for such purpose;
- via our mobile applications; or
- by requesting you download a Hyper Text Markup Language ("HTML") file or Portable

Document Format ("PDF") or other specified electronic file containing the Communication.

Communications delivered by e-mail will be sent to your e-mail address reflected in our records. You represent that any e-mail address you provide to us for Electronic Delivery purposes belongs to you or to a person who has authority to act for the Account or Service or, where relevant, to make transactions against the Account.

You should print, download or otherwise retain a copy of this E-Sign Consent and all other Communications provided by Electronic Delivery.

## **4. How to Withdraw Consent.**

Withdrawal of consent for certain Communications may result in a fee or change in fee for some Accounts. You can download a copy of the fee schedules at [www.modernbank.com](http://www.modernbank.com). We will not impose any fee to process the withdrawal of your consent to receive Communications by Electronic Delivery. However, your access and use of the Services or certain features of Accounts and Services may be terminated including closing your account. Any withdrawal of your consent to receive Communications by Electronic Delivery will be effective only after we have a reasonable period of time to process your withdrawal.

At our option, we may treat the 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 Communications by Electronic Delivery.

A withdrawal of consent does not apply to a tax document that was provided electronically before the date on which the withdrawal of consent takes effect. However, after withdrawal of consent, to the extent that we are required to provide additional tax documents to you, we will provide them on paper.

You may withdraw your consent to receive Electronic Delivery of Communications from us by:

- Calling us at +1-212-323-1125, Monday to Friday between 9:00am and 4:00pm Eastern Time (ET); or
- Emailing us at [branchservices@modernbank.com](mailto:branchservices@modernbank.com)

To withdraw your consent to Electronic Delivery of tax documents please write to us at:

Modern Bank, National Association.  
410 Park Ave, Suite 830,  
New York, NY 10022

## **5. How to Update Your Records.**

It is your responsibility to provide us with true, accurate and complete e-mail address, mobile telephone numbers (if provided), and other information related to this E-Sign Consent and your Accounts, and to maintain and promptly update any changes to this information.

You can update your records through the methods described below:

- Call us at +1-212-323-1125, Monday to Friday between 9:00am and 4:00pm ET; or
- Email us at [branchservices@modernbank.com](mailto:branchservices@modernbank.com); or
- Visit [modernbank.com](http://modernbank.com) or access the MBG Mobile app.

## **6. Requesting Paper Copies.**

For Account Communications scheduled for electronic delivery, you should not expect to receive a paper copy of any Communication unless you request it, or if we are unable to deliver your Tax Documents electronically. 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 Communication to you by Electronic Delivery. We may charge you a reasonable service charge, with prior notice of any such charge, for the delivery of paper copies of any Communication provided to you electronically pursuant to this E-Sign Consent.

To request paper copies of electronic Communications;

- Call us at +1-212-323-1125, Monday to Friday between 9:00am and 4:00pm ET; or
- Email us at [branchservices@modernbank.com](mailto:branchservices@modernbank.com);

## **7. Accounts with Multiple Owners or Authorized Persons.**

Each Account owner may provide an email address for the Account in connection with each owner's consent to receive electronic Communications. Only one account owner's authorization is required to enroll in Electronic Delivery for Communications and to manage preferences for any category of Communications including Account statements. For purposes of electronic notification for paperless statements and other Communications on a joint or multiple owner Account, you agree that electronic notifications for such Communications delivered to the email address of the Account owner who enrolls in Electronic Delivery for such Communications will constitute delivery to all Account owners, even if all Account owners may not have access to such email address.

If you have designated one or more interested parties to receive paper copies of certain Communications, they will continue to receive copies of such Communications via U.S. mail.

## **8. Additional Provisions for Tax Documents.**

By consenting to this E-Sign Consent, you affirmatively consent to the delivery of any Tax Documents through Electronic Delivery. Each of the following applies to the Electronic Delivery of Tax Documents:

- You are not required to receive Tax Documents through Electronic Delivery.
- Your election to receive Tax Documents through Electronic Delivery allows us to use Electronic Delivery to deliver any Tax Document which we are legally permitted to provide to you now or at any time in the future until such time that you withdraw your consent.
- You may receive a paper copy of any Tax Document by requesting a paper copy of such Tax Document through the procedures set forth in the section titled "Requesting Paper Copies." Requesting a paper copy of a Tax Document will not be treated as a withdrawal of your consent to this E-Sign Consent.
- You may withdraw your consent to this E-Sign Consent at any time through the procedures set forth in the section titled "How to Withdraw Consent." You may also change your preferences regarding Electronic Delivery of Tax Documents from time to time without withdrawing your consent. Withdrawal of consent to Electronic Delivery of Tax Documents will not include Tax Documents previously provided through Electronic Delivery; such Tax Documents may continue to be provided online for the applicable posting period. We will confirm your withdrawal request and the date on which it takes effect in writing (either electronically or on paper). If you withdraw your consent, we will send you paper copies of any additional Tax Documents we are required to provide.
- The delivery of Tax Documents through Electronic Delivery may be terminated at any time by us. Further, we may make certain Tax Documents available electronically only for a limited time. Currently, such period of time for most Tax Documents is from January 31st or February 15th, as applicable, of the relevant year until October 15 of such year. Certain Tax Documents may be available electronically for a longer time. Certain Tax Documents that are provided electronically may have to be printed out and attached to a federal, state or local income tax return.
- We will notify you when each Tax Document is available. We may notify you by mail or electronically, for example, by sending you an email. We will notify you if any Tax Document is undeliverable.
- If you need to update any information relevant to Electronic Delivery of Tax Documents, you may request that such information be updated through the procedures set forth in the section titled "How to Update Your Records".

- A description of the hardware and software required to access, print, and retain Tax Documents is set forth in the section titled "Hardware and Software Requirements".

## **9. Hardware and Software Requirements.**

In order to access, view, print and retain electronic Communications, you must have:

- Access to a device (e.g., computer, smartphone, mobile device, tablet, etc.) suitable for connecting to the Internet, or downloading our mobile apps with the Current Version (as defined below) of (i) an operating system, such as Windows, Mac OS, iOS or Android, and (ii) a web browser, such as Chrome, Safari or Firefox, that we support.
- A connection to the Internet;
- Local electronic storage capacity to retain Communications and/or a printer to print them;
- A valid e-mail account and software to access it; and
- Software that enables you to view and display files in HTML and PDF format.

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 that your Internet browser be configured in a particular way, such as permitting the use of JavaScript or cookies. If we detect that your Internet browser is not properly configured, we may provide you with a notice and advice on how to update your configuration. We reserve the right to discontinue support of a Current Version of software or an operating system if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use.

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 electronic Communications, we will give you notice of the revised hardware or software requirements. After receiving notice of the change you will have to give us a new consent or confirmation of consent to receive Tax Documents electronically. However, continuing to use this service after receiving notice of the change is reaffirmation of your consent with respect to other Communications.

## **10. Federal Law.**

You acknowledge and agree that your consent to this E-Sign Consent is provided in connection with a transaction affecting interstate commerce, that it is subject to the federal Electronic Signatures in Global and National Commerce Act (the "E-SIGN Act"), and that you and we both intend that the E-SIGN Act apply to the fullest extent permitted by law.

## **11. Termination/Changes.**

We reserve the right, in our sole discretion, to discontinue providing you with 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.

## **12. Acceptance and Consent.**

By consenting to this E-Sign Consent, you agree to the following statements:

- I have read, understand and agree to be bound by the terms and conditions contained in this E-Sign Consent, and consent to receive Communications and execute documents via Electronic Delivery according to the process described herein;
- I am able to download and review files in HTML or PDF format, and I have internet access and can send and receive emails with links to websites;
- Certain Communications may be delivered to me in paper form and in the future some or all of these Communications may be made available for me to view electronically in accordance with this E-Sign Disclosure;
- My consent to receive Communications electronically does not automatically expire and is not limited as to duration;
- I may incur costs, including but not limited to online time and other charges from my internet service provider or telephone carrier in accessing and/or viewing Communications;
- I am authorized to provide consent, as well as Electronic Delivery elections and instructions, on behalf of all co-applicants for, and co-owners of, any of my Accounts;
- I may request to terminate or suspend Electronic Delivery at any time;
- Modern Bank, National Association and their agents will not be liable for any loss, liability, cost, expense, or claim for acting upon this authorization or arising from your use of the product or services provided pursuant to this E-Sign Consent; and
- Communications provided along with my account statements contain important information or disclosures concerning my Accounts or Services and I agree to review such Communications in a timely manner.