

E-Sign Consent to Use Electronic Records and Signatures

To service your deposit and/or loan request, we want to ensure you have all of the information you need to effectively understand and manage your deposit and/or loan relationship. The deposit and/or loan product that you are applying for requires electronic application, disclosure, and execution. In deposit and/or loan transactions, you are entitled to certain information “in writing”. In order for us to satisfy those requirements with electronic documents, we are required to provide you with certain disclosures and receive your consent to proceed electronically. Before we can proceed with this deposit and/or loan application, you must review and consent to the terms outlined below.

For this consent, the following are terms that may be used:

- “We,” “us,” “our,” or “Bank” means Armed Forces Bank, N.A. and/or Academy Bank, N.A. depending upon your banking relationship.
- “You” and “your” mean the person giving this consent, and also each additional co-borrower, co-signer, account owner, authorized signer, authorized representative, delegate, product owner and/or service user identified on any Bank product that you apply for, use or access.
- “Communications” means each application form, disclosure, notice, agreement, fee schedule, statement, record, document, and other information we provide to you or that you sign or submit or agree to at our request.
- “Electronic Service” means each and every product or service we offer that you apply for, use, administer or access using the Internet, a website, email, messaging service (including SMS text messaging) and/or software applications, including applications for mobile or hand-held devices, either now or in the future.

1. **Your consent to use 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”). Examples of such electronic communications include, but are not limited to:
 - This ESIGN Consent Disclosure and any amendments.
 - Our Online Banking Agreement, other service agreements for online access to our Electronic Services, and all amendments to any of these agreements.
 - All of the periodic account and activity statements, disclosures and notices we provide to you concerning your Bank products.
 - Any notice or disclosure regarding fees or assessments of any kind, including late fees, overdraft fees, over the limit fees and returned item fees.
 - Notice of amendments to any of your agreements with us; and
 - Other disclosures and notices that we are legally required to provide to you or choose to provide to you in our discretion.
 - For general communication purposes, including marketing, we may deliver pre-recorded or autodialed messages to you via SMS text (mobile carrier message and data fees may apply) or by telephone to a designated number previously provided to us by you. Messages may include information and offers related to Bank products and services.

Electronic records may be delivered to you via secure email or via online banking messaging. In some cases, you will be able to choose whether to receive certain Communications electronically, or on paper. 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 paper form, 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 notices 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 long as required by law, we will continue to deliver those Communications to you in writing. 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.

2. **Your option to receive paper copies.** If we provide Electronic Records to you, and you want a paper copy, you may contact our Customer Care Center and request a paper version. You will find the appropriate contact information in the account statement or agreement for the Bank product related to the Electronic Record you are requesting. You may have to pay a fee for the paper copy unless charging a fee is prohibited by applicable law. Please refer to your account agreement for any fee that may apply for paper copies.
3. **Your consent covers ALL Bank Products.** Your consent covers all Communications related to any 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 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 the new product or service, your decision does not mean you have withdrawn this consent for any other Bank Product.

4. **Withdrawal of 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, including online banking and/or mobile banking and your ability to apply for or use certain Bank Products.

You may optout of receiving SMS text, email, or telephone marketing messages at any time by contacting us.

Your withdrawal of consent will become effective after we have had a reasonable opportunity to act upon it. This will generally occur within 30 calendar days from receipt.

If you are receiving online account statements, the termination will cause paper statements to be mailed to you via the U.S. Postal Service or other courier. Depending on the specific Bank Product, if you withdraw consent, we may charge you higher or additional fees for that product or services related to it. Please refer to the applicable account agreement for any fees that may apply.

To withdraw your consent, you must contact us at 1.888.929.BANK (1.888.929.2265).

5. **You must keep your email or electronic address current with us.** You must promptly notify us of any change in your email or other electronic address. You may change the email address on record for you by logging in to Online Banking and updating your contact information. You may also contact our Customer Care Center to update your information.
6. **Hardware and software you will need.** To receive Electronic Records, you must have access to:
 - A current version (supported by the publisher) of an Internet Browser supporting at least 128-bit encryption, including Microsoft Internet Explorer, Mozilla Firefox, Apple Safari, or Google Chrome.
 - A connection to the Internet.
 - A current version (supported by the publisher) of a program that accurately reads and displays PDF files (such as Adobe Acrobat Reader); and
 - A computer or a mobile device and an operating system capable of supporting all of the above. You will also need a printer connected to your computer or device if you wish to print out and retain records on paper, and electronic storage if you wish to retain records in electronic form.

You must also have an active email address.

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 handheld devices.

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 will 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, if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use with Online Banking.

- 7. Changes to hardware or software requirements.** 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 and software requirements. Continuing to use Electronic Services after receiving notice of the change is reaffirmation of your consent.

- 8. Your enrollment in Electronic Services using our equipment.** If you enroll for an Electronic Service through one of our customer service representatives or using our equipment, your enrollment may not be complete until you take additional action. We will advise you, at the time of your enrollment, of any additional action you must take. If you take the required action, it is an affirmation of your consent to use electronic records and signatures under the terms of this E-Sign Consent.

- 9. Communications in languages other than English.** We may be unable to fulfill and service Bank Products in a language other than English. Future communications may be in English only. If you are not fluent in English, you should consider obtaining the services of an interpreter or taking other steps to ensure you understand the transaction before entering into it.

Insurance Disclosure: Insurance products are NOT insured by FDIC or any Federal Government Agency; NOT a deposit; NOT guaranteed by the bank or any bank affiliate.