

Electronic Disclosure Consent and Agreement

Effective June 9, 2023



INFORMED CONSENT TO RECEIVE ELECTRONIC DISCLOSURES

The Bank of the Sierra (also “we,” “us,” “Bank,” or “our”) is required to provide consumers (also “you” or “your”) certain notices, disclosures, and documents in writing. This Electronic Disclosure Consent and Agreement (“**Agreement**”) contains important information that you are entitled to receive before you consent to receive Communications (defined below) from the Bank and also contains the terms and conditions for providing such notices and disclosure electronically.

This Agreement documents your consent to electronically receive disclosures and notices relative to your account opening or application with us and the account(s) you maintain with us (which may be provided online or through mobile application) and your consent for the Bank to use and obtain electronic signatures, as well as the consequences of withdrawing your consent. We recommend that you print and retain a copy of this Agreement and all the disclosures and agreements related to this consent. We reserve the right to provide any disclosures or notices in writing rather than electronically. In the event that we do so, we are in no way terminating your consent under this Agreement and we may continue to provide Communications to you in electronic form.

If you choose not to accept this consent, you will not be eligible to receive Communications from us electronically, including ongoing Communications. This could result in an account conversion or increased fees. Regardless of whether you agree to receive Communications electronically from us to the extent allowed by law, we may otherwise communicate with you electronically and we may present you with the opportunity to receive and confirm or accept additional documents, records, or agreements in electronic form.

I. COMMUNICATIONS DEFINED

“**Communications**” means: (i) deposit account signature card and agreement disclosures, including taxpayer identification number and backup withholding certifications; (ii) periodic statement and billing disclosures; (iii) initial and annual privacy disclosures; (iv) Internal Revenue Service information returns; and (v) all other consumer disclosures related to our account products and services and our account opening process for products or services, including, but not limited to, information that is both: (a) required by law, regulation, or rule for us to provide to you or make available in writing during the account or credit application or opening process or during the course of our relationship with you, such as disclosures provided in notices, loan servicing disclosures, escrow account statements, responses to claims, acknowledgments, authorizations (including automatic payment authorizations), change-in-term notices and transactions histories (such as periodic statements), deposit account disclosures provided in fee schedules, credit agreements and Truth in Lending Disclosures, application disclosures and any related documents, copies of appraisals or other valuations, rate sheets, product descriptions, notices, acknowledgments, and authorizations; and (b) subject to the E-SIGN Act’s consumer consent to electronic disclosure requirements in 15 U.S.C. § 7001(c). Communications will often contain disclosures that we are required to provide you pursuant to the Electronic Fund Transfer Act, the Truth in Savings Act, the Expedited Funds Availability Act, the USA Patriot Act, the Truth in Lending Act, the Real Estate Settlement Procedures Act, the Fair Credit Reporting Act, and the Equal Credit Opportunity Act, each as applicable.

II. THE EFFECT OF YOUR CONSENT AND AGREEMENT TO RECEIVE COMMUNICATIONS ELECTRONICALLY

By acknowledging your consent to this Agreement pursuant to Section X below, you agree to receive all Communications electronically or digitally. You acknowledge and agree with the terms stated herein and that you can access, view, and retain the paperless documents in either HTML, PDF, or other electronic formats as applicable. You understand that you should contact the Bank of the Sierra Customer Service Center at 1.888.454.BANK (2265) to report any problems you may encounter when receiving the disclosures noted below.

You agree to all of the following:

- i. You agree that you can access and read this Agreement; and
You agree you can print on paper this Agreement, or save or send this Agreement to a location for future reference and access.
- ii. You agree that we may provide you with Communications for all products or services you have previously obtained from us and any new product or service you are currently seeking or may seek in the future and over the course of your relationship with us in an electronic or digital format until your consent is withdrawn as described in the **Withdrawing Your Consent section (V)** below.
- iii. You agree and consent that your acceptance of this Agreement on one Access Device constitutes your acceptance on all **“Access Devices”** (examples of an Access Device include mobile phone, tablet, personal computer, etc.) you use. For example, if you view and accept this Agreement on a mobile device, the terms of this Agreement will apply to Communications accessed on a traditional computer (or vice versa). Additionally, by viewing and accepting this Agreement on any Access Device, you are reasonably demonstrating your ability to access and view Communications in the format that the services are provided on that Access Device and all subsequent Access Devices. If you change Access Devices (or use multiple Access Devices), it is your responsibility to ensure that the new Access Device meets the applicable system requirements and that you are still able to access and view Communications electronically on the subsequent Access Device. Continuing your application on other Access Devices is your reaffirmation of this Agreement.
- iv. You agree and consent to receiving the types of **“Communications”** (as defined pursuant to Section I of this Agreement) in electronic form (**“Electronic Communications”**).
- v. If you download or print any confidential materials, such as your transaction history, be sure that you store them in a secure environment, just as you would paper-based financial records.
 - Electronic Communications will be delivered to you within the application process in HTML (regular web hypertext) or in PDF format. You must download and open Electronic Communications to proceed with your application and you are strongly encouraged to save or print the documentation for future reference.
 - Consumer deposit applicants will have the ability to download and print documents we send you through Adobe Acrobat® Sign during and immediately after the signing session and, if you elect to create an Adobe account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, no charge will be imposed if you wish us to send paper copies of any such documents from our office to you.
- vi. Some Communications will be provided to you after you accept this Agreement. For continuing or future Communications, you may periodically receive an email notification including a Communication, or you may be directed to our website for the Communication. To view a Communication, you may also be required to access our website, open the secure connection for online access, and click on the necessary tabs (for example, when accessing electronic records that contain personally identifiable financial information).
 - We may deliver Communications to you in a PDF or HTML format via email, your online bank account, or via mobile banking as applicable and when available.

III. REQUESTING PAPER COPIES OF DOCUMENTS PRESENTED ELECTRONICALLY

You have the right to request a paper copy of any Communication from us. Normally, paper versions of electronically presented documents will not be mailed to you unless you specifically request us to do so or have withdrawn your consent to this Agreement. Paper statement fees may apply for certain disclosures when paper copies are requested, to the extent permitted by law. Go to BankoftheSierra.com/SOF for details and to see the schedule of fees. See the **Contact Bank of the Sierra section (XI)** below for how and where to submit a request.

IV. UPDATING YOUR RECORDS

By acknowledging your consent to this Agreement, you agree that it is your responsibility to provide us with true, accurate, and complete contact information to deliver Communications electronically. To update your email address or other contact information used to deliver Communications electronically, contact us via any option provided in the **Contact Bank of the Sierra section (XI)** of this document. If you fail to let us know about a change to your email address, any Communications we send to your email address as shown in our records will be considered received by you.

V. WITHDRAWING YOUR CONSENT

You have the right to withdraw your consent to receive Communications electronically. Your withdrawal will not affect the previously delivered Communications. Your withdrawal of consent does not otherwise affect the terms of your accounts or operate as a right to opt out of receiving any other information or communications from us, electronically or in any other form. We do not currently impose any fee or other charge if you choose not to consent or if you withdraw your acceptance of this consent. However, we reserve the right to impose a fee in the future and to change such fee at any time, to the extent permitted by law. Paper statement fees may apply for certain disclosures when paper copies are requested, to the extent permitted by law. Go to BankoftheSierra.com/SOF for details and to see the schedule of fees. To withdraw your consent at any time, you must contact us by any of the options listed in the **Contact Bank of the Sierra section (XI)** below.

VI. CONSEQUENCES OF WITHDRAWING YOUR CONSENT

If you elect to receive Communications only in paper format, it may slow the speed at which we can complete certain steps in transactions with you and deliver services to you because we will need to send you paper copies by mail and will not be able to acknowledge or consent to any disclosure electronically once consent is withdrawn. Switching to paper Communications could result in account conversion or increased fees.

- i. Go to BankoftheSierra.com/SOF for details and to see the schedule of fees that may apply for paper copies of certain documents. If you withdraw your consent to receive Communications electronically, you will no longer have access to view Communications via your online or mobile bank applications.
- ii. You will no longer be able to view or access Electronic Communications in Adobe.

VII. HARDWARE AND SOFTWARE REQUIREMENTS

By consenting to this Agreement, you confirm that your Access Device meets the minimum specifications and requirements necessary to view and retain your Communications. Our Communications may be made available in HTML (regular web hypertext) or in PDF format.

To access your Communications on a mobile device, you will need:

- A valid email account to receive emails we send you
- A mobile device with the most recent versions of operating systems for mobile devices: Android™ or iOS® (iPhone®)
- A data plan provided by your wireless carrier and an up-to-date mobile internet browser that is compatible with, and supported by, your operating system (e.g., Chrome or Safari)
- Software that accurately reads and displays .pdf files (such as the most recent mobile version of Adobe Acrobat® Reader®), if you wish to view PDF files on your mobile device
- A printer and/or storage device, if you wish to print or retain any Communications
- The minimum system requirements for using Adobe, which may change over time. The current system requirements are found here: <https://helpx.adobe.com/sign/system-requirements.html>.

To access your Communications on a traditional computer, you will need:

- An operating system and an internet connection capable of receiving, accessing, displaying, and either printing or storing communications received from us in electronic form via a plain text formatted email or by access to our website using a browser with requirements listed below
- A valid email account to receive emails we send you
- An internet browser that supports TLS 1.2 encryption or higher
- A supported (most recent) version of Adobe Acrobat Reader
- The ability to receive, open, and save Adobe PDF attachments that are [insert max size of attachments in megabytes, kilobytes, etc.] or less
- The minimum system requirements for using Adobe, which may change over time. The current system requirements are found here: <https://helpx.adobe.com/sign/system-requirements.html>.

VIII. CHANGES TO SYSTEM REQUIREMENTS

We will notify you if our hardware or software requirements change and whether that change creates a material risk that you would not be able to access or retain your Communications.

IX. LIABILITY

Bank of the Sierra will not be responsible for consequential or incidental damages arising from unauthorized access to the delivery of the above noted disclosures; damages arising from your inability to access your Communications electronically, including computer, e-mail, or internet malfunctions; or any cost associated with updating, modifying, or terminating your software or hardware.

X. ACKNOWLEDGING YOUR ACCESS AND CONSENT TO RECEIVE AND SIGN DOCUMENTS ELECTRONICALLY

- i. Acknowledging Access and Consent for Electronic Disclosure:** You will be asked to acknowledge your acceptance of these terms, to consent to receiving Communications in electronic format as described herein, and to confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you. Please confirm that you have read this Agreement, and (i) that you are able to print on paper or electronically save this Agreement for your future reference and access; or (ii) that you are able to email this Agreement to an email address where you will be able to print on paper or save it for your future reference and access.
- ii. Acknowledging Consent for Electronic Signatures:** You agree that your signature and agreement may be obtained by us electronically and includes mouse clicks, key strokes, your use of passwords, or other authentication systems, or as is otherwise set forth in this communication. You further agree that once electronically "signed," this document, when introduced as evidence on paper in any judicial or other proceedings, will be admissible to the same extent and under the same conditions as other documentary business records.

XI. CONTACT BANK OF THE SIERRA

You may contact us to update your email address or other contact information used to deliver your Communications electronically, to request paper copies of Communications from us, and to withdraw your prior consent to receive Communications from us electronically as follows:

- Online Banking Customers:
 - Via the Secured Online Banking request by going to BankoftheSierra.com, clicking on "Contact Us," then clicking on the SecureMail Message Center
 - Toll-free by phone at 1.888.454.BANK (2265)
 - In writing by mail at Bank of the Sierra, P.O. Box 1930, Porterville, CA 93258
- Credit Customers: email us at: CreditSupportDepartment@BankoftheSierra.com
- Deposit Customers: email us at: ElectronicDepositSupport@BankoftheSierra.com