

## **Disclosure and Consent to the Use of Electronic Communications**

Please read this *Disclosure and Consent to the Use of Electronic Communications* carefully. It contains important information.

We are required by law to provide specific information to you “in writing,” which means you have a right to receive that information on paper. However, with your consent we may provide this information to you electronically, instead. We also need your general agreement to use electronic records and signatures in our transactions with you.

After you have read this information, if you agree to receive Communications electronically, and to use electronic records and signatures, please accept and agree to this Disclosure by clicking the “I CONSENT” button at the bottom of the page. Your consent will also apply to any other person named on your account, product or service to the extent allowed under applicable laws.

The following terms will be used throughout this Disclosure:

- “We”, “Us”, and “Our” – Means Capital Bank, SSB, including any affiliates.
- “You” and “Your” – Means you, the individual(s) or entity identified on the accounts held with us or the services or products provided by us.
- “Communications” – Means agreements, disclosures, notices, and any other information regarding your accounts, the services and products we offer, and any accounts, services, and products that may be available to you in the Future.

### **What Communications We Will Provide Electronically**

This Disclosure applies to all Communications for every account, product, and service that is offered or accessible using Our Online Banking Services, or that we otherwise make available to you by electronic means, for as long as you have or use any accounts, products, or services offered by us. This means that by agreeing to this Disclosure you are agreeing that we may provide you with Communications electronically for any account, product, or service you currently use or have with us. You are also agreeing that we may provide you with Communications electronically for any accounts, products, or services you may use or have with us in the future. An example of some types of Communications we may provide to you electronically includes: product and service disclosures and agreements, notices, periodic billing or account statements, transaction history, privacy policies, or changes to the terms of any agreement we have with you.

However, your consent does not mean that we must provide Communications to you electronically. We reserve the right, at our option and in our sole discretion, to provide you with any Communications on paper if we choose. We also may require you to provide certain Communications to us on paper. When we allow you to deliver a specific Communication to us electronically, we will provide you with instructions on how to do so.

Your consent to receive Communications electronically does not automatically enroll you in our Electronic Statements Service. You must complete a separate enrollment in order start receiving

electronic statements and to stop receiving paper account statements (and any other types of Communications that we may include along with your paper account statements).

You agree that we may satisfy our obligation to provide you with an annual copy of our Privacy Policy by keeping it available for review on the website with our Online Banking Services, or, with prior notice to you, on another website where we offer electronic services.

### **How We Will Provide Electronic Communications to You**

Electronic Records may be delivered to you in a variety of ways. These various delivery methods are described in our agreement for Online Banking Services and in other agreements we may have with you from time to time. In some cases, you will be able to choose whether to receive certain Communications electronically, or on paper, or both. We will provide you with instructions on how to make those choices when they are available.

### **How to Update Your Contact Information**

It is your responsibility to provide us with an accurate e-mail address and other contact information. If your e-mail address or other contact information changes or needs to be updated for any reason call us at 855-881-6790, send us an email through our secure email service, or contact your account representative directly.

### **Your Right to Paper Copies**

You may request a paper copy of any electronic Communications we send to you at any time by calling us at 855-881-6790, sending us an email through our secure email service, or contacting your account representative directly. We may charge you a service fee for any paper copies that you request. Any service fee for paper copies you request will be disclosed to you before you are charged.

### **Withdrawing Your Consent to Receive Communications Electronically**

We may continue to provide you with Communications electronically for as long as you have or use any accounts, products, or services offered by us.

If at any point you no longer want to receive Communications electronically, you may withdraw your consent by calling us at 855-881-6790, or by contacting your account representative. We may also treat an Invalid email address as a withdrawal of your consent. Your withdrawal of consent will be effective after we have a reasonable period of time to process your withdrawal.

We will not impose any fee when you withdraw your consent. However we may terminate your access and use of our Online Banking Services and any accounts, products, or services which require Online Banking Services.

## **Hardware and Software Requirements**

In order to receive, access, and view Communications electronically you must have:

- An up-to-date Internet browser that we support;
- Local, electronic storage capacity to retain our Communications and/or a printer to print them;
- A valid e-mail address and up-to-date software to access it;
- Device(s) (e.g., computer, smartphone, tablet, etc.) suitable for connecting to the Internet and that use an up-to-date operating system capable of supporting all of these hardware and software requirements;
- Software that enables you to view PDF files. An example of such software is Adobe Reader, which can be downloaded for free [HERE](#).

By “up-to-date,” we mean a then-current version of the software that is being supported by its publisher.

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. We will tell you in advance when this is the case.

## **Changes to Hardware or Software Requirements**

If our hardware or software requirements change, and that change creates a material risk that you would not be able to access or retain your Communications, we will give you notice of the revised hardware or software requirements. Continuing to use Electronic Services after receiving notice of the change is reaffirmation of your consent.

## **Retain Copies for Your Records**

We recommend that you print or download a copy of this Disclosure for your records. We also recommend that you print or download a copy of all Communications we provide to you electronically.

## **Acceptance and Consent**

By consenting to this agreement you agree to the following:

- I have read and understand the information in this Disclosure about the use of electronic Communications.
- I consent to receive Communications electronically for every account, product, and service that I currently use or may use in the future for as long as I have or use the account, product or service. I also agree to the general use of electronic records and signatures in my transactions with you.
- I have the required software and hardware described above.

- I am able receive, access, and view Communications electronically via the methods described above.
- I am also providing consent for any other person named on my account, product or service and am authorized to do so.