

Consent to use electronic records and signatures

In this Consent, the words "we," "us," and "our" means Today's Bank and each and every current and future affiliate of Today's Bank. The words "you" and "your" means the individual giving consent and any person represented by the individual giving consent.

“Communications” means each disclosure, notice, agreement, undertaking, fee schedule, periodic statement, response to a claim, transaction history, privacy policy, record, document or other information of any kind we may provide to you, or that you may sign or submit or agree to at our request. Communications also include certain tax documents, including, but not limited to, Forms 1098, 1098-E, 1098-MA, 1098-T, 1099-A, B, C, CAP, DIV, G, H, INT, K, LTC, MISC, OID, PATR, Q, R, S, SA, 3921, 3922, 5498, 5498-ESA, and 5498-SA and Schedule K-1 (“Tax Documents”).

“Today's Bank Product” means each and every account, product, or service we offer that you apply for, own, use, administer or access, either now or in the future.

You have indicated you wish to receive and sign Communications electronically. For a consumer Today's Bank Product (meaning a Today's Bank Product you are obtaining from us for personal, family or household purposes), we are required by law to give you certain information “in writing” – which means you are entitled to receive it on paper. We need your consent in order to provide you this information electronically, instead.

For both consumer and business Today's Bank Products, we also need your general consent to use electronic records and signatures in our relationship with you.

1. Your Consent. You agree that any of the Communications we provide to you, or that you sign or agree to at our request, may be in electronic form. We may also use electronic signatures and obtain them from you on any Communication.

Your consent includes electronic delivery of any Tax Documents. Each of the following applies to the electronic delivery of Tax Documents:

- You are not required to receive Tax Documents electronically.

- Your election to receive Tax Documents electronically allows us to electronically deliver any Tax Document which we are legally permitted to provide to you now or in the future until you withdraw your consent.
- You may receive a paper copy of any Tax Document by requesting a paper copy, as described below.
- You may withdraw your consent to receive Tax Documents electronically at any time by contacting us by phone at (800) 945-0073. Withdrawal of consent to receive Tax Documents electronically will not include Tax Documents previously provided electronically; 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 (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 electronically 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.
- If you need to update any information relevant to electronic delivery of Tax Documents, you may do so, as described below.
- We will notify you when each Tax Document is available by mail or electronically. We will notify you if any Tax Document is undeliverable electronically due to size.

A description of the hardware, software and operating system required to access, print, and retain Tax Documents are set forth below.

2. Methods of Providing Communications to You Electronically. All Communications that we provide to you in electronic form will be delivered either (1) via equipment and software we provide; (2) via e-mail, (3) by your accessing a website or mobile application that we will designate in an e-mail, direct message, chat, text message or other electronic notice we send to you at the time the Communication is available, (4) to the extent

permitted by law, by posting the information to a website or mobile application, or (5) via any other electronic method we deem feasible after providing you with notice. We may establish security procedures you will have to follow to access the Communication.

We may phone you or send you text messages. You consent to our leaving voice messages and using an automatic telephone dialing system to call or text your mobile/cellular telephone number. Our calls and text messages to your mobile/cellular telephone numbers could result in charges to you.

We may always, in our sole discretion, provide you with any Communications on paper, even if you have authorized electronic delivery. Sometimes the law, or our agreement with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we agree otherwise and tell you how to deliver the notice to us electronically.

3. How to Update Your Contact Information. It is your responsibility to provide us with accurate and complete e-mail address and other contact information, and to maintain and update promptly any changes in this information. You can update your contact information at any time by contacting us by phone at (800) 945-0073.

4. Obtaining Paper Copies. You will have the opportunity to print out and/or download a copy of all Communications to retain. We encourage you to print or download for your records a copy of all electronic Communications, as well as this Consent and any other Communication that is important to you. Requesting a paper copy will not be treated as a withdrawal of your consent to use electronic records and signatures. Consumers have additional rights with respect to paper copies described below.

5. Hardware and Software Requirements. To receive electronic Communications in our offices, you will need to use the hardware and software that we provide to you.

You must also have an active email address, and have access to:

- a Current Version (defined below) of Internet Explorer, Chrome, Safari or Firefox,
- a connection to the Internet,
- a Current Version of a program that accurately reads and displays PDF files, and

- a computer and an operating system capable of supporting all of the above. You will also need a printer if you wish to print out and retain records on paper, and electronic storage if you wish to retain records in electronic form.

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.

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 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.

6. Today's Bank Products for Consumers. With respect to any Today's Bank Product for consumers, you have the following additional rights:

- **Withdrawing Consent.** You may withdraw your consent to receive Communications electronically at any time by informing our representative conducting your transaction or contacting us by phone at (800) 945-0073. Withdrawing your consent may delay your transactions with us or limit or eliminate your access to certain Today's Bank Products or services. In addition, if we offer a discount now or in the future for conducting business electronically, a withdrawal of consent could result in the removal of any such discount. A withdrawal of your consent to receive electronic Communications will be effective only after we have had a reasonable period of time to process your withdrawal, and will not affect either (1) Communications provided prior to the time you withdraw consent, or (2) any consent to use electronic records and signatures you provide to us at a later date.
- **Requesting Paper Copies.** We will not send you a paper copy of electronic Communications from us, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of any Communication we provide to you electronically by printing it yourself or by requesting that we mail you a paper copy.

Requests for paper copies must be made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, contact us by phone at (800) 945-0073. There is no charge associated with requesting a paper copy of a Communication we sent you electronically.

- **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 electronic Communications, we will give you notice of the revised hardware or software requirements. Continuing to use any electronic Product or service offered by us after receiving notice of the change is reaffirmation of your agreement to this Consent.

7. Termination/Changes. We reserve the right, in our sole discretion, to discontinue the provision of your 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.

By agreeing to this Consent, you are also confirming that you have the hardware and software described above, that you are able to receive and review electronic records, and that you have an active email account and the ability to access and view PDF files. You are also confirming that you are authorized to, and do, consent on behalf of all of your co-applicants, joint account holders, and any other person you represent for any product or service we provide to you.