



# PAPERLESS STATEMENTS, DISCLOSURES, AND NOTICES E-SIGN AGREEMENT

EFFECTIVE AS OF May 31, 2024.

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## E- Sign Act Disclosure and Consent

Please read Summit National Bank’s Paperless Statements E-Sign Agreement (“Agreement”) carefully and retain a copy for your records. This Agreement applies to all current and future disclosures, agreements, statements, fee schedules, notices, and other documents, including but not limited to information that Summit National Bank is required by law to provide you in writing (collectively, “Communications”) related to the products and services (“Services”) provided by Summit National Bank and/or any of its affiliates (the “Services”).

For purposes of this Agreement, “affiliates” shall mean any entity or person, directly or indirectly, owned by or under common ownership control with Summit National Bank, “you” or “your” means the person or their agent(s) providing this consent, and “us,” “we,” “our,” and “the Bank” means Summit National Bank.

When applying for a Deposit, Loan, or Credit Account (“Account”) or product with the Bank, you will be asked to give your consent for the Bank to provide disclosures, notices, amendments, or changes to this Agreement, communications, and information to you electronically rather than in paper form and agree to sign documents electronically, and we will accept your electronic signature as though it were your handwritten signature. You are not required to consent to the electronic signature of documents. If you prefer not to provide your Consent, all of the Disclosures will be provided to you in paper form.



The Paperless Disclosures and Notices Disclosure and Consent Regarding Electronic Signatures (“E-Sign”) and Communications (the “Consent”) provides the person(s) giving their consent with information relating to your electronic receipt of disclosures and notices (collectively, the “Disclosures”) in connection with your Account with the Bank. By providing your consent, you agree that we may send you any and all Disclosures (which are described below) relating to the Account in an electronic form. We will sometimes use the words “Electronic Records” as a short way to refer to the communications and information that we may provide electronically. Before you decide whether or not you wish to give your consent to receiving Electronic Records, you should read and consider the following information.

### 1. Delivery Method

All communications that we provide to you in electronic form will be provided either (1) via email or (2) by access to a website that is designated in an email notice sent to you at the time the information is available or (3) by push notification to your phone or (4) via SMS text messaging using the phone number associated with your account in accordance with the Bank’s Privacy Policy. You understand that you will be deemed to have received certain Communications when they are posted to the Bank website.

Note that we may in some instances to provide some Account information using paper even after you agree to this Consent.

### 2. Communications in Writing

You agree that this Consent and all Communications provided by us to you in electronic or paper format are provided to you “in writing.” You should print or download for your records, a copy of this Consent, any applicable Account agreements, and all other Communications that are important to you.

### 3. Hardware and Software Requirements

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

- Access to an email account with an Email Service Provider;
- A Current Version of one of the following browsers that we support:
  - Google Chrome
  - Mozilla Firefox
  - Safari (for Mac OS only)
  - Microsoft Edge;
- Connection to the Internet;
- Current Version of a program that accurately reads and displays PDF files; and
- A computer or mobile device and an operating system capable of supporting all of the above.

### 4. How to Withdraw Consent

You may withdraw your consent to receive Communications at any time by calling 800-758-1741 or by changing your preferences within SNB Digital Banking. However, if you revoke or suspend your consent, the Bank may restrict, revoke, or terminate your access to the Services,



eliminate product features, or terminate any agreement or account with you in accordance with the provisions of that agreement. Any revocation of your consent will take effect on a date determined by the Bank. Additionally, if you request paper copies of Communications, the Bank may charge you a reasonable service charge (to the extent permitted by law) for the delivery of paper copies of any Communication that would otherwise be delivered to you electronically. You further agree that any revocation or suspension of your consent to this Agreement, your request for paper copies, will not imply that the previous electronic delivery or signature of documents pursuant to this Agreement did not constitute good and effective delivery, as applicable, or otherwise revoke your consent to any agreement or any term thereof.

If you provide us an invalid email address, or your previously valid email address becomes invalid, we may determine at our option that you have withdrawn your consent to receive Communications. Your withdrawal of consent will be effective after we have a reasonable amount of time to process it.

#### 5. Keeping Your Contact Information up to Date

It is your responsibility to provide us with a true, accurate and complete email address and to maintain and update promptly any changes to it. You can update your email address from the Profile menu within SNB Digital Banking or by contacting us at 800-758-1741 via email at [All.DataCenter@summitnb.com](mailto:All.DataCenter@summitnb.com).

You agree that if we send an email to you regarding any Communication to the email address you have provided us and the email is undeliverable, we will have delivered the Communication to you. We have no obligation to send a duplicate paper copy of any Communication to you in the event your email is undeliverable.

#### 6. Requesting Paper Copies

We will not send a paper copy of any Communication unless you request it. You can obtain a paper copy of any Communication by printing it yourself or by requesting that we mail you a paper copy, provided that you request it within the legally required retention period for the Communication. To request a paper copy, contact us at 800-758-1741 or visit your local branch.

We may charge you a fee for the delivery of paper copies as provided in your Account agreement.

#### 7. Federal Law

You acknowledge and agree you are providing your consent to electronic Communications in connection with a transaction affecting interstate commerce and that your consent is subject to the federal Electronic Signatures in Global and National Commerce (the "E-Sign Act") and that we and you intend that the E-Sign Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

#### 8. Changes/Termination

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 notice of any such termination or change as required by law.

#### 9. Your Acceptance of this Consent

You agree to be bound by any agreement entered into electronically (through clicks, taps, or other actions) by any person using your user account information and password. You will not contest the legal effectiveness, validity, enforceability, or use of the electronically stored copies of any agreements electronically signed by you, based on the fact that the terms were accepted electronically, and you further agree that any such agreements entered into electronically will be deemed to be “in writing” and to have been “signed” by you with the same effect as a manual signature (and any electronic record of such agreements entered into electronically will be deemed to be “in writing”).

#### 10. Scope of Your Consent

Your Consent applies only to your electronic receipt of Disclosures and legal documents in connection with the creation, closing, and servicing of the deposit account. Your Consent does not apply to other transactions that you may wish to enter into with us. To Withdraw your Consent all you need to do is contact us using one of the Contacts described above.