

This E-Signature and Electronic Disclosures Agreement (“**E-Sign Agreement**”) applies to all disclosures, notices, communications, documents, and electronic signatures related to the products, services and accounts offered to all applicants, co-applicants and other individuals listed on any application or form. This E-Sign Agreement is to conduct transactions by electronic means. In this agreement “we”, “us” and “our” are used to refer to the bank providing the service or account you are applying for, and its current and future affiliates. The words “you” and “your” refer to the person giving this consent. Described below are the terms, conditions, and disclosures for providing you such disclosures, notices, and other documents electronically. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this E-Sign Agreement, please confirm your agreement at the end of document.

You agree to conduct the transactions offered through this application process by electronic means and acknowledge that all disclosures, notices, forms, documents, and other information related to such transactions will be provided to you through a web-based electronic interface or email. You agree to receive all legal and regulatory disclosures and other communications associated with any of the applications or other transactions through electronic means including this web-based electronic interface and email. You further agree that all transactions completed through this application process will result in valid and legally binding agreements. You also agree that you have adequate access to a computer with sufficient internet connectivity to conduct transactions online or by email. We will provide you with all of the necessary equipment as well as any assistance you may require to complete the transactions in our branch.

You specifically agree that any electronic signatures that you provide through this account application process are valid and enforceable as your legal signature. You acknowledge that the electronic signatures will legally bind you to the terms and conditions contained in the related documents just as if you had physically signed the same documents with a pen. If you do not consent to the use of electronic disclosures and signatures, you will be unable to proceed electronically, and we will be unable to complete the transaction electronically. Prior to obtaining your affirmative consent to receive the required disclosures in electronic form, we are informing you of the following:

Electronic disclosures and notices: Unless you tell us otherwise in accordance with the procedures described below, we will provide electronically to you all required disclosures, notices, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. This E-Sign Agreement applies to electronic disclosures and notices required under the Truth In Savings Act, Expedited Funds Availability Act, Electronic Fund Transfer Act, Gramm-Leach Bliley Act (Privacy Act), Equal Credit Opportunity Act, Truth In Lending Act, Fair Credit Reporting Act and Real Estate Settlement Procedures Act, or other applicable federal or state laws and regulations, as applicable. Such disclosures, notices or other documents include but are not limited to; Application Disclosures, Account Opening Disclosures, Your Deposit Account Terms & Conditions, Schedule of Fees & Service Charges, Interest Rate & Annual Percentage Yield Disclosure, Periodic Statements, Privacy Disclosure, Change in Terms Notice, Certification of Deposit Maturity Notice, Remittance Transfer Disclosures, Appraisal Notices, Notice of Incompleteness, Denial Notice, and other subsequent disclosures. To reduce the chance of you inadvertently not receiving any disclosure or notice, we prefer to provide all of the required disclosures and notices to you through the same email address that you have given us.

Availability of Printed Copies: You have the right to required paper disclosures, notices, and documents. You may obtain printed copies of any of the agreements, disclosures, notices, or other related documents by signing into your account, downloading the documents, and printing them from your computer or by calling our Customer Service Center and requesting printed copies. At any time, you may request from us a paper copy of any disclosure, notice or other records provided or made available electronically to you by us. You must request delivery of such paper copies from us by following the procedure described below.

Withdrawing Your Consent: You may at any time change your mind from receiving disclosures and notices electronically and tell us that you want to receive the required disclosures and notices only in paper format. You must inform us of your decision to withdraw your consent and receive future disclosure and notices in paper format by following the procedure described below.

Consequences of Withdrawing: If you elect to withdraw your consent to receive disclosures, notices and stop signing electronically, it will slow the process at which we can complete the transaction with you and delivering services to you because we will need to provide the required disclosures and notices to you in paper format. Further, you will no longer be able to use this system or service to receive required disclosures and notices and consents electronically from us or to sign electronically documents from us. Your relationship may be terminated at any time when you withdraw your consent. You will be charged a \$5.00 paper statement fee for each deposit account periodic statement generated and provided.

Procedure for Contacting Us: You may contact us as follows:

- To advise Us of your new contact information: To let us know of a change in your email address where we should send disclosures and notices electronically to you, you must send an email message to: [customerservice@oceanbank.com](mailto:customerservice@oceanbank.com) and in the body of your message request you must state: your previous email address, your new email address and that you're updating your email address. Or you may call us at our Customer Service Center (305) 569-5000 or 1-844-OCEAN4U (1-844-623-2648). If you call us, we may ask some security verification questions to identify you; otherwise, we do not require any other information from you to change your email address.
- To request paper copies from Us: To request delivery of paper copies of the disclosures and notices previously provided by us to you electronically, you must send us an email to [customerservice@oceanbank.com](mailto:customerservice@oceanbank.com) and in the body of your message request you must state: your current email address, full name, mailing address, telephone number and the disclosure you want copies of. Or you may call us at our Customer Service Center (305) 569-5000 or 1-844-OCEAN4U (1-844-623-2648). If you call us, we may ask some security verification questions to identify you; otherwise, we do not require any other information from you to provide paper copies. If you make a request for a paper copy deposit periodic statement from our Customer Service Center or a branch location, there will be a \$5.00 statement copy fee for each periodic statement.
- To withdraw your consent with Us: To inform us that you no longer wish to electronically sign documents or receive future disclosures and notices in electronic format you must send us an email to: [customerservice@oceanbank.com](mailto:customerservice@oceanbank.com) and in the body of your message request you must state your current email address, full name, mailing address, telephone number and that you want to withdraw your consent. Or you may call us at our Customer Service Center (305) 569-5000 or 1-844-OCEAN4U (1-844-623-2648). If you call us, we may ask some security verification questions to identify you; otherwise, we do not require any other information from you to withdraw your request. There is no fee for withdrawing your consent. However, you will be charged a \$5.00 paper statement fee for each deposit account periodic statement generated and provided. We will process your withdrawal consent within ten (10) business days of receipt.

Hardware & Software Requirements: Electronic Disclosures, Notices, Agreements, Other documents, and Periodic Statements are produced in PDF format. You will need to have Adobe Acrobat reader, which is available free of charge at their website ([www.adobe.com](http://www.adobe.com)). You must have the ability to print and electronically view and save your disclosures and notices. In order to access, view, and retain electronic records that we make available to you, you may need:

1. Internet Browser with Internet access, a computer, operating system, and telecommunications connection to the Internet capable of supporting such Internet Browser. We recommend that you use the most current version of one of the following Browsers: Microsoft Edge, Google Chrome, Safari, or Mozilla Firefox. To download the most current version of any of this software, go to [www.microsoft.com](http://www.microsoft.com), [www.google.com/chrome](http://www.google.com/chrome), [www.apple.com/safari](http://www.apple.com/safari), or [www.mozilla.com](http://www.mozilla.com).
2. A mobile or hand-held computing device with a compatible operating system and telecommunications connection to the Internet, in order to access electronic records using our mobile banking features of our Online Banking Services.
3. A 128-bit encryption level setting on your Internet Browser and JavaScript enabled.
4. An email account.
5. Sufficient electronic storage capacity on your computer's hard drive or other data storage unit in order to download and save electronic records.
6. A printer that is capable of printing from your Browser, your email or other applicable software application, or your hard drive or other data storage unit, in order to print paper copies of electronic records.

Record Retention: Our online system provides you with access to your electronic Account Opening Disclosures during the course of our electronic relationship with you for each account opened. Accounts opened at a branch or remotely, records are available during the initial email session only. After the account opening session ends you must contact our Customer Service Center listed above.

Acknowledging E-Signature and Consent to Electronic Disclosures: Your affirmative consent to receive your disclosures, notices and other documents in electronic form will apply to all Account Opening Disclosures and subsequent disclosures as required by the regulations listed above. You are confirming to us that you can access this information electronically, which will be similar to other electronic disclosures and notices that we will provide to you. Furthermore, if you consent to receiving disclosures, notices and other documents exclusively in electronic format as described in this E-Sign Agreement, then select the "Accepted" or "I Agree" check box to use electronic records and signatures' before moving on. In addition, you are verifying that you have reviewed the minimum hardware and software requirements to open, view, and save your electronic disclosures and notices.

By selecting the "Accepted" or "I Agree" check box to use electronic records and signatures', you confirm that: 1) You can access and read this E-Sign Agreement, 2) You can print on paper this E-Sign Agreement or save it in a location where you can print it, for future reference and access; and 3) Until or unless you notify us as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by us during the course of your relationship with us.