

## **SURETY BANK**

### **ELECTRONIC DISCLOSURE AND CONSENT AGREEMENT**

**As of September 1, 2023**

#### **General**

This Surety Bank Electronic Disclosure and Consent Agreement (“Electronic Consent Agreement”), applies to all communications for products and services offered by Surety Bank and e-Statements, our electronic statement service (“e-Statements”). You must agree to this Electronic Consent Agreement prior to accepting the Surety Bank Online Banking Services Agreement, which you must accept before you can use Surety Bank Online Banking Services and prior to accepting the Statement Service Agreement and Disclosure, which you must accept before you can enroll in our e-Statements services.

#### **Definitions**

The terms “we,” “us” and “Bank” refer to Surety Bank or any affiliate, agent, independent contractor or designee that we may, at our sole discretion, involve in the provision of Surety Bank services.

The terms “you” and “your” refer to the user of Surety Bank Online Services, whether singular or plural, who: (1) is an individual or entity that is the owner of an account or a party-in-interest of an account at the Bank or (2) is an individual authorized by an account owner or a party-in-interest to view account information or effect transactions in an account.

The term “*Communication*” means any customer agreements or amendments to those agreements, disclosures, notices, responses, transaction history, privacy policies and all other information related to your accounts at the Bank, including but not limited to Surety Bank Online Services and e-Statements. Communications are not limited to information that we are required by law to provide to you in writing.

#### **Scope of Communications to be Provided in Electronic Form**

When you use a Surety Bank Online Service, you agree that we may provide you with any Communications in electronic form and that we may discontinue sending paper Communications to you, unless you withdraw your consent as described in this Electronic Consent Agreement. Your consent to receive electronic Communications and transactions includes, but is not limited to, the following:

- All legal and regulatory disclosures and Communications associated with your accounts at the Bank including products or services available through Surety Bank Online Services and e-Statements;
- Notices or disclosures about a change in the terms of this Consent Agreement; and
- Our responses to your requests related to your Accounts, including Surety Bank Online Services and e-Statements.
- Privacy policies and notices

Your consent to the Electronic Disclosure and to receive Communications electronically also enrolls you in the program to receive your official bank statements electronically (e-Statements). If You wish to receive paper statements delivered by the US postal mail service, you must unenroll from e- Statements

and select paper statements by visiting the “Accounts” tab in your Surety Bank Online profile and selecting “Statements” . .

### **Method of Providing Communications to You in Electronic Form**

All Communications that we provide to you in electronic form will be provided either (1) via e-mail; (2) by access to a website that we will designate in an e-mail notice we send to you at the time the information is available; or (3) by access to a website that we will generally designate in advance.

### **How to Withdraw Consent**

You may withdraw your consent to receive Communications in electronic form by sending written notification to us at Surety Bank, 990 N. Woodland Blvd. DeLand, FL 32720 Attention: Operations. Withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your request. At our option, we may treat your provision of an invalid e-mail address or the subsequent malfunction of a previously valid e-mail address as a withdrawal of your consent to receive electronic Communications. Withdrawal of your consent to receive Communications electronically will terminate your use of Surety Bank Online Services.

### **How to Update Your Records**

It is your responsibility to provide us with an accurate and complete e-mail address, contact and other information related to this Electronic Consent Agreement and your Accounts and to maintain and update promptly any changes in this information. You can update your information through Surety Bank Online Banking Services or by contacting us at:

Surety Bank, 990 N. Woodland Blvd. DeLand, FL 32720 Attention: Operations

Hardware and Software Requirements.

In order to access, view, and retain electronic Communications that we make available to you, you must have:

a personal computer capable of running one of these compatible browsers:

1. Edge version 12 or higher.
2. Firefox version 38 or higher.
3. Safari version 7 or higher
4. Chrome version 40 or higher.

OR

\* an Apple iPhone or iPad running iOS version 13 or higher

\* an Android phone running Android version 12 or higher

\* access to an active e-mail account with an Email service provider.

### **Requesting Paper Copies**

We will not send you a paper copy of any Communication, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that your request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, send your written request via U.S. mail to:

Surety Bank 990 N. Woodland Blvd. DeLand, FL 32720 Attention: Operations

We may charge you a reasonable service charge, of which we have provided you with notice, for the delivery of paper copies of any Communication provided to you electronically pursuant to this authorization. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.

### **Communications in Writing**

All Communications in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of this Electronic Consent Agreement and any other Communication that is important to you.

### **Federal Law**

You agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

### **Termination and Amendments**

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.

### **Consent**

By clicking on the checkbox on the enrollment page, you give your consent to provide electronic Communications to you as described in this Electronic Consent Agreement. You further agree that your computer satisfies the hardware and software requirements specified above and that you have provided us with a current e-mail address at which we may send electronic Communications to you, and that you are able to view and print this Agreement.

Surety Bank. Member FDIC. Equal Housing Lender.

©2023 Surety Bank. All Rights Reserved.