

E-Sign Disclosure and Agreement for Electronic Statements

This US Metro Bank Online Statement E-Sign Disclosure and Agreement (“Agreement”) is made between you and US Metro Bank (“Bank”) for the purpose of receiving an electronic version of your account statement online and for receiving electronic notifications that your electronic statement is available for your account (“electronic statement service”). This Agreement applies to each account you have with US Metro Bank where electronic statements are available (“Account”). As used in this Agreement, the words “we”, “our”, and “us” mean US Metro Bank, and the words “you” and “your” mean the account holder who has elected to receive his or her electronic statement and electronic notification.

A. Electronic Delivery of Account Statements

You have elected to have statements provided to you electronically through our bank’s online banking system. You understand and agree that by enrolling for electronic statement service that we may discontinue sending paper statements to you (See Section E below for availability of paper statements). Your consent to receive electronic statements includes, but is not limited to:

- Periodic or monthly billing statements for your Account
- All legal and regulatory disclosures and communications associated with your Account
- Notices or disclosures about a change in the terms of your Account or associate payment feature
- Privacy policies and notices

You may withdraw your consent to receive electronic statements for any of your Accounts by logging in to your online banking account and changing the statement delivery method. You may also contact us at 714-620-8888. We may treat your submission of an invalid e-mail address, the subsequent invalidation of your e-mail address, or cancellation of participation in our Online Banking Services as a withdrawal of your consent to receive electronic statements. We will not impose a fee to process the withdrawal of your consent. Any withdrawal of your consent to receive electronic statements will be effective after a reasonable period of time in order for the Bank to process your withdrawal.

B. Registration for Electronic Statement Service

In order for you to obtain electronic statement service, you must be enrolled in the Bank’s Online Banking.. Any account owner can enroll accounts with joint ownership for the electronic statement service. The electronic statement will be available to all owners of the account who are enrolled in the Bank’s Online Banking Services regardless of which owner enrolled to electronic statement service. You must provide a current and valid e-mail address in order to receive electronic notifications. You agree to provide the Bank with any updated information needed in order for the Bank to provide you with electronic notifications. This includes, but is not limited to, providing the Bank with any changes to your e-mail address by logging in to your online banking account and updating your e-mail address or calling us at 714-620-8888..

C. Accessing your Electronic Statement Service

Your electronic statement and accompanying legal notices and disclosures will be available to you via the Bank’s Online Banking Service. Once you login to the Bank’s Online Banking System, you will have access to the Message Center within our Online Banking System. At the end of each statement cycle, a message will appear in the Message Center alerting you that the

most recent electronic statement is available for viewing. You agree to periodically check the Message Center within the Bank's Online Banking Service for messages related to the availability of your electronic statement. The messages will be available in the Message Center for up to 180 days. You will also receive an electronic notification delivered to the personal e-mail you specify, informing you that electronic statement is available for viewing within the Bank's Online Banking System.

D. System Requirements to Use Electronic Statement Service

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

- An internet web browser which is capable of supporting at least 128-bit encryption
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit
- Software which permits you to receive and access Portable Document Format or "PDF" files, such as Adobe Acrobat Reader® version 8.0 and above.
- An e-mail account with an Internet Service Provider and e-mail software
- A personal computer, operating system and telecommunication connections to the Internet capable of receiving, accessing, displaying and either printing or storing, statements received in electronic form from us by accessing our Online Banking System using an internet browser specified above.

E. Requesting Paper Statements

We will not send you a paper copy of any statement from us on Accounts where you have elected to receive electronic statements, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic statement by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made no later than 7 years after we first provided the electronic statement to you. To request a paper copy, contact us at 714-620-8888. We may charge you a reasonable service charge for the delivery of paper copies of any statements provided to you electronically pursuant to your authorization. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any statement that you have authorized us to provide electronically.

F. Federal Law

You acknowledge and agree that your consent to electronic statements 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.

G. Terminations/Changes

We reserve the right, in our sole discretion, to discontinue the provision of your electronic statement, or to terminate or change the terms and conditions on which we provide electronic statements. We will provide you with notice of any such termination or change as required by law.