

# Online and Mobile E-Sign Disclosure and Consent Agreement

In this Online and Mobile E-SIGN Disclosure and Consent Agreement (“E-Sign Consent”):

- “Account” or “Accounts” is each account, now or in the future, that you hold with us, are authorized to administer or for which you are designated as authorized signer to receive information or which is subject to the provision of a Service by us.
- “Communication” is defined in Section 1 below.
- “Electronic Delivery” is the act of delivering Communications using electrical, digital, magnetic, wireless, optical, electromagnetic, or similar electronic means as set forth in Section 2 below, including through our websites or mobile applications.
- “Service” is any product or service that we offer for which Communications are required or permitted to be delivered.
- “We,” “us,” “our,” and “CBWV” refer to the entity that provides you one or more Accounts or Services and such entity’s affiliates and subsidiaries or our agents, assignees or service providers.

## 1. Consent and Scope of Communications to be Provided Electronically

We are required by law, regulation or agreement to give you certain information “in writing.” With your consent, we can provide this information to you by Electronic Delivery. We also need your general consent to use electronic records and signatures in our relationship with you. You agree that for all Communications for all Accounts and Services we may (i) use Electronic Delivery and, at our discretion, terminate paper delivery of Communication to you and (ii) use and obtain electronic signatures from you in each case unless and until you withdraw your consent to this E-Sign Consent as described in Section 4 below. This E-Sign Consent applies to all Communications for all Accounts and Services, except to the extent it conflicts with the terms and conditions of a separate electronic disclosure and consent with respect to such Accounts and Services.

“Communications” include, but are not limited to, the following:

- All legal, regulatory or other disclosures associated with an Account or Service;
- All periodic statements for an Account or Service, along with any notices related to such statements that we are required or permitted to include with statements;
- All other documentation relevant to an Account or Services including agreements, amendments, account opening documentation, billing statements, policies and procedures (including but not limited to our privacy policy), terms and conditions, authorizations, updates, notices, responses to claims, transaction history.

## 2. Method of Electronic Delivery

All Communications (including alerts that Communications have been provided or posted) that we provide to you electronically will be provided by one or more of the following methods:

- Electronic messaging (such as email, or SMS text or push notification to your mobile device);
- By access to a web site, including our mobile websites or websites of third party service providers who we engage to deliver Communication through Electronic Delivery, that we will designate in a

notice we send to you via electronic messaging at the time the information is available or that we will generally designate in advance for such purpose;

- Via our mobile applications; or
- By requesting you download a Hyper Text Markup Language (“HTML”) file or Portable Document Format (“PDF”) or other specified electronic file containing the Communication.

Communications delivered by email will be sent to your email address reflected in our records. You represent that any email address you provide to us for Electronic Delivery purposes belongs to you or to a person who has authority to act for the Account or Service, or where relevant, to make transactions against the Account. You should print, download or otherwise retain a copy of this E-Sign Consent and all other Communications provided by Electronic Delivery.

### **3. Hardware and Software Requirements**

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

- Access to a device (e.g., computer, smartphone, mobile device, tablet, etc.) suitable for connecting to the Internet, or downloading our mobile apps with the Current Version (as defined below) of (i) an operating system, such as Window, Mac OS, iOS or Android, and (ii) a web browser, such as Edge, Chrome, Safari, or Firefox, that we support.
- A connection to the Internet;
- Local electronic storage capacity to retain Communications and/or a printer to print them, if desired;
- A valid email account and software to access it;
- Software that enables you to view and display files in HTML and/or PDF format.

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 may 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 or an operating system if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use. 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.

### **4. How to Withdraw Consent**

We will not impose any fee to process the withdrawal of your consent to receive Communications by Electronic Delivery. However, your access and use of Accounts and Services will be terminated. Any withdrawal of your consent to receive Communications by Electronic Delivery will be effective only after we have a reasonable period of time to process your withdrawal. You may withdraw your consent to receive Electronic Delivery of Communications from CBWV by:

- Calling the number on the back of your card; or
- Sending us an email to [customerservice@citizenswv.com](mailto:customerservice@citizenswv.com); or

- Using a link under the PROFILE options that will provide a means to request a revocation of your prior consent.

## **5. How to Update Your Records**

It is your responsibility to provide us with true, accurate and complete email address, mobile telephone numbers, and other information related to this E-Sign Consent and your Accounts, and to maintain and promptly update any changes to this information. You can update your records through the methods described below:

- Through citizenswv.com
- Through the Citizens Bank of West Virginia Mobile app
- In person at any Citizens Bank of West Virginia office

## **6. Federal Law**

You acknowledge and agree that your consent to this E-Sign Consent is provided in connection with a transaction affecting interstate commerce, that it is subject to the federal Electronic Signatures in Global and National Commerce Act (the "E-SIGN Act"), and that you and we both intend that the E-SIGN Act applies to the fullest extent permitted by law.

## **7. Requesting Paper Copies**

If we provide a Communication to you, and you want a paper copy, you may contact customer service at 800-797-5790 and request a paper version. You may have to pay a fee for the paper copy unless charging a fee is prohibited by applicable law. We do not necessarily retain copies for longer than is required by law.

## **8. Our Right to Send Paper**

Although not anticipated, we reserve the right to provide Communications in paper form at all times at our sole discretion even if you have given us Consent to provide them electronically.

## **9. Termination/Changes**

We reserve the right, in our sole discretion, to discontinue providing you with 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. If you do not agree to the Consent Agreement as modified, you must notify us of your Withdrawal of Consent before its effective date. We will tell you the effective date in the notification, and change the effective date at the top of the new Consent Agreement. Failure to withdraw your consent, or take any other required action as stated in the notification before the effective date will confirm your continued agreement to the Consent Agreement as modified. Modifications to these terms will only affect our respective rights and obligations from the effective date of the modification(s) and thereafter, and/or until a subsequent version of this Consent Agreement takes effect or you withdraw your consent in accordance with this Consent Agreement.

## 10. Acceptance and Consent

By consenting to this E-Sign Consent, you agree to the following statements:

- I have read, understand and agree to be bound by the terms and conditions contained in this E-Sign Consent, and consent to receive Communications and execute documents via Electronic Delivery according to the process described herein;
- I am able to download and review files in HTML or PDF format, and I have internet access and can send and receive emails with links to websites;
- My consent to receive Communications electronically does not automatically expire and is not limited as to duration;
- I may incur costs, including but not limited to online time and other charges from my internet service provider or telephone carrier in accessing and/or viewing Communications;
- I may terminate Electronic Delivery at any time at my discretion;
- CBWV and their respective agents will not be liable for any loss, liability, cost, expense, or claim for acting upon this authorization or arising from my use of the product or services provided pursuant to this E-Sign Consent; and
- Communications provided along with my account statements contain important information or disclosures concerning my Accounts or Services and I agree to review such Communication in a timely manner;
- I am able to satisfy the hardware and software requirements described above. In the consent flow, the information above will be included in a pdf that the enrollee would have to be able to view and at the bottom of the form would have the check box to accept the agreement before continuing to any other agreement. The CBWV system would log the date, time and IP and user logon information for official acceptance record-keeping. This log would be available for reports and future disclosure requirement