

Texas Heritage Bank

E-Sign Disclosure and Consent Agreement

Please read this E-Sign Disclosure and Consent Agreement (the “E-Sign Disclosure and Agreement”) carefully and keep a copy for your records.

We are required by law to give you certain information “in writing,” which means you are entitled to receive it on paper. We may, however, provide some of this information to you electronically, instead, with your prior consent. This E-Sign Disclosure and Agreement describes how Texas Heritage Bank (“Texas Heritage Bank,” “Bank,” “we,” or “us”) communicates with you electronically, provides additional detail about the Electronic Communications (as that term is defined below) that we provide you, and sets out hardware and software requirements you need to receive these Electronic Communications. Please review this E-Sign Disclosure and Agreement as it applies to Electronic Communications and, unless you choose not to give your consent, will be effective until expressly withdrawn by you.

This E-Sign Disclosure and Agreement provides authorization for the Bank to deliver disclosures and other notices to you related to the Service in an electronic format. Such disclosures may include, but are not limited to, the following:

- Monthly account statements;
- Deposit account disclosures;
- Notices regarding changes in account terms and fees; and
- Privacy notices.

Please review the information below prior to giving your consent. If you do not want to consent, left click on the “X” in the top right corner of this window.

Electronic Communications and Statements

You agree and consent to receive electronically all communications, agreements, statements, documents, notices and disclosures (collectively, “Electronic Communications”). Electronic Communications include, but are not limited to, agreements and policies you agree to in connection with your account(s) at Texas Heritage Bank as well as disclosures related to services offered by us, including updates to such agreements, policies, instructions and disclosures. We may provide these Electronic Communications to you by emailing them to you at the primary email address connected to your account or by making them accessible in the Electronic Banking Services. Electronic Communications will be provided online and viewable using in-app display features, browser software or PDF files. In such cases, you will be able to print the Electronic Communication and/or have it emailed to you.

As part of the enrollment process for the Electronic Banking Service, we may, in our sole discretion, choose to offer you electronic-only versions of your account statements. If you later decide you want to receive paper statements, you can opt-out of electronic delivery through the Electronic Banking Service. After your opt-out request is processed, you will begin receiving paper copies of account statements and additional charges may apply.

Withdrawal of Consent

You may withdraw your consent to receive Electronic Communications by sending a letter to Texas Heritage Bank, ATTN: Electronic Banking Department, 1208 S. Main St., Boerne, TX 78006, or by sending us a secure message through the Electronic Banking Service. If you send us a secure message through the

Electronic Banking Service or write us a letter, please be sure to properly identify yourself and the applicable accounts. If you fail to provide or if you withdraw your consent to receive Electronic Communications, Texas Heritage Bank reserves the right to deny your request for enrollment in the Electronic Banking Services, terminate your Electronic Banking Services, or charge you fees for paper copies. In the event that you withdraw your consent for Electronic Communications, we will no longer be able to communicate with you electronically. Withdrawing your consent to receive Electronic Communications will not affect the legal effectiveness, validity, or enforceability of electronic records that were made available to you prior to the implementation of your withdrawal of consent for electronic delivery.

Additional or Physical Copies

Additional copies of any Electronic Communication may be provided to you without charge by contacting the Bank within 90 days of the original date of the communication. You may also request paper copies of any Electronic Communication within 90 days of the communication by contacting Texas Heritage Bank at 830-249-3955 or by sending a letter to us at Texas Heritage Bank, ATTN: Electronic Banking Department, 1208 S. Main St., Boerne, TX 78006, but the Bank reserves the right to assess a reasonable fee for providing such paper copies.

The Bank may charge a fee for providing certain paper records, please contact your local branch for details.

Required Hardware and Software

You are responsible for maintaining all software and hardware necessary for receiving, viewing and maintaining record of the Electronic Communications. By your acceptance of this E-Sign Disclosure and Agreement, you represent that you will maintain all hardware and software necessary to receive, view and maintain (including, but not limited to saving and/or printing) any Electronic Communications provided to you. You must have: (a) a valid email address on file with Texas Heritage Bank; (b) a computer and/or mobile device (e.g., mobile phone, tablet, Apple Watch, or similar device) with internet access and an iOS or Android operating system; and (c) sufficient storage space to save Electronic Communications (whether presented online, in emails or .pdf) or the ability to print Electronic Communications. We will notify you if there are any material changes to the hardware or software needed to receive Electronic Communications from us. **By giving your consent, you are confirming that you have access to the necessary equipment and are able to receive, open, and print or download a copy of any Electronic Communications for your records. You may print or save a copy of these Electronic Communications for your records as they may not be accessible online at a later date.**

To retain a copy of any legal disclosures and other notices, your system must have the ability to either download (e.g., to your hard drive) or print PDF files. To print these documents, you must have a functioning printer connected to your personal computer or other access device, which is able to print the related legal disclosures, agreements, instructions, communications, and online statements. Select the "Print" button, below, or select the print function in your Internet browser. To save a copy of this E-Sign Disclosure and Agreement on your computer, select "File" and then "Save As" in your Internet browser.

You are responsible for the installation, maintenance, and operation of your computer and/or mobile device. We are not responsible for any errors or failures from any malfunction of your computer and/or mobile device, for any virus, other problems or changes that may be associated with the use of your

computer and/or mobile device, including, for example, the cost of your internet or mobile service provider.

You may request a paper copy of this E-Sign Disclosure and Agreement or any other disclosures at any time, free of charge, by contacting us as follows:

- Sending a letter to:
Texas Heritage Bank
ATTN: Electronic Banking Department
1208 S. Main St.
Boerne, TX 78006
- Or by calling: 830-249-3955 or 254-725-6141

Updating Your Contact Information

To provide updated information on how we may contact you electronically, you must notify us by:

- Sending a letter to:
Texas Heritage Bank
ATTN: Electronic Banking Department
1208 S. Main St.
Boerne, TX 78006
- Sending us a secure message through the Electronic Banking Service.

Contractual Agreements/Modification

This E-Sign Disclosure and Agreement supplements and modifies other agreements that you may have with the Bank. To the extent that this Agreement and other agreements contain conflicting provisions, this E-Sign Disclosure and Agreement will govern the delivery of electronic statements, notices and disclosures, but all other contractual obligations of the parties remain subject to the terms of any other agreements. For example, you will still be required to review any account statements you receive and notify the Bank within established time periods if there are any errors on your statement.

Federal Law; Termination and Changes

You acknowledge and 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 ("E-SIGN Act"), and that you and we both intend that the E-SIGN Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means. 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.

Agreements and Acknowledgments

You agree that clicking on the small circle with an "X" to select your desired account(s), below, constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third-party verification is necessary to validate your electronic signature, and that the lack of such certification or third-party verification will not in any way affect the enforceability of your signature or any resulting contract between you and the Bank.

By clicking on the small circle with an "X" to select your desired account(s), you represent that: (i) you have read, understand and agree to all of the provisions of this E-Sign Disclosure and Agreement and agree to receive all related legal disclosures, agreements, instructions and communications electronically; and (ii) you represent that the Internet access device(s) you will use to receive this E-Sign Disclosure and Agreement and related legal disclosures, agreements, instructions, communications and online statements meet(s) the system requirements to access and retain information as stated in this E-Sign Disclosure and Agreement.

If you do not agree, left click on the "X" in the top right corner of this window.