

## **Agreement and Consent for Electronic Delivery of Account Statements**

This Agreement and Consent for the Electronic Delivery of Account Statements (the "Agreement"), when acknowledged and electronically agreed to by you, shall confirm your consent and agreement, on the terms stated herein, to permit earn.bank to deliver account statements, and statement related disclosures and notices, in electronic form, instead of delivering such items in written form.

This Agreement shall relate to your account statements, our notices to you of their availability, and disclosures contained herein, and shall remain valid until such time as you exercise your right to revoke this Agreement. Except as provided for herein, we shall continue to deliver to you by U.S. mail all other account disclosures and notices that we are required to provide you under applicable federal and state laws and their implementing regulations, as amended from time to time.

### **Definitions**

"Account" or "Accounts" mean your accounts with the Bank.

"Business days" means any calendar day other than Saturday, Sunday, or any holidays recognized by the Bank.

"eStatement(s)" means any account statement(s) provided to you by the Bank electronically instead of in written form, as consented and agreed to by you under this Agreement.

"We," "our," "us," or "Bank" mean earn.bank, a division of Silvergate Bank.

"You" and "your" mean the account owner(s) authorized by the Bank to receive electronic delivery of statements under this Agreement.

### **Terms and Conditions of This Agreement**

By entering into this Agreement, you accept all the terms and conditions contained in the agreement. Please read it carefully.

The terms and conditions of your Deposit Account Agreement and Regulatory Disclosure ("Deposit Agreement") for each of your accounts with the Bank, as well as all your other agreements with the Bank such as loans, continue to apply notwithstanding anything to the contrary in this Agreement.

This Agreement is also subject to applicable federal laws and the laws of the State of California. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of its provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and our successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.

### **Consent to Electronic Delivery of Account Statements**

You have the right to receive monthly, printed Account statements mailed to your mailing address of record. By entering into this Agreement, you understand that we will cease providing you with printed statements in the mail, and that all future account statements will be maintained on a website that you may access to obtain, review, print and otherwise copy/download your periodic statements. Each month we will send an e-mail notice to you advising you of the availability of your eStatement. You may then access your eStatement via Online Banking under Accounts

- Statements, otherwise, you agree to notify us immediately, by telephone, facsimile, or U.S. mail of any change in your e-mail address. For your protection and for security purposes, we will not accept notices of any change of your e-mail address by unsecure e-mail. If you have not notified us in writing of any change of your e-mail address, you agree that your failure to provide us with a good e-mail address is the lack of ordinary care on your part. If we become aware that you are not receiving e-mail, we will send all notices, attachments and/or documents to you by U.S. mail to your last address known to us.

You understand that if you decide in the future that you would like to receive printed statements in the mail instead of receiving eStatements, you must notify us by telephone, facsimile, or U.S. mail. Our contact information is listed below in the section entitled "Communications between Us and You."

## **Security**

You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your eStatement for each of your accounts as soon as you receive/access it. You agree to protect the confidentiality of your account and account number, and your user ID and password. You understand that your user ID and password by itself or together with information related to your account, may allow unauthorized access to your account. Data transferred via eStatements are not encrypted. You acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Internet, or e-mail transmitted to and from us, will not be monitored or read by others.

## **Periodic Statements**

By enrolling to receive eStatements, you will not receive a separate printed and mailed statement.

Your eStatement will be dated the day of the e-mail notifying you of the availability of your eStatement (the "E-mail Date"). You must promptly access/review your eStatement and any accompanying items and notify us in writing within the applicable time period specified in your Deposit Agreement of any error, unauthorized signature, lack of signature, alteration or other irregularity. If you allow someone else to access/review your statement, you are still fully responsible to access/review the statement for any errors, unauthorized signatures, lack of signatures, alterations, or other irregularities. Any applicable time periods within which you must notify us of any errors on your Account statement(s) shall begin on the E-mail Date regardless of when you receive and/or open the eStatement.

If you need to obtain a printed copy of a statement that has not been mailed to you because you have enrolled to receive eStatements instead, please call us at 844-371-3276 (844-371-EARN). We will charge a Duplicate Statement Fee for providing this service, as described in our current Disclosure of Products and Fees.

## **Change in Terms**

We may change any terms of this Agreement at any time. If the change would result in increased fees for any service, or increased liability for you, we agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will provide any required notice of the change in terms to you by e-mail or by U.S. mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. If there is more than one party to the account, notice to any one of such account owners will be effective for all account owners. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that the applicable deposit agreements and disclosures govern changes to fees applicable to specific accounts.

## **Disclaimer of Warranty and Limitation of Liability**

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the eStatements provided to you under this Agreement. We do not and cannot warrant that eStatements will operate without error, or that eStatements will be available at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of eStatements, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty or any other legal theory. Further, in no event shall the liability of us and our affiliates exceed the amounts paid by you for the services provided to you through eStatements.

### **Communications between Us and You**

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

<b>Telephone:</b>	You can contact us by telephone at:	844-371-3276 (844-371-EARN)
<b>Facsimile:</b>	You can send a fax to us at:	858-362-6323
<b>Email:</b>	You can send an email to us at:	support@earn.bank
<b>Postal Mail:</b>	You can write to us at:	earn.bank P.O. Box 22881 San Diego, CA 92192

### **eStatement Procedures**

You will receive an e-mail shortly after the end of each statement period (not all accounts generate monthly statements) with your eStatement. You will need to log in to our online banking system to view your eStatements.

### **Hardware and Software Requirements**

To access, download, and print eStatements, you need to have a personal computer with Internet and email access. You will also need a currently supported internet browser tool such as; Microsoft Internet Explorer, Mozilla Firefox, Apple Safari, Google Chrome and a currently supported version of Adobe Acrobat Reader. To download a free copy of Adobe Acrobat Reader, please go to <http://www.adobe.com>. Cookies and JavaScript must be enabled in the browser options.

By pressing the "Accept" button below, I agree to the terms and conditions of this Agreement as described above.

### **IMPORTANT: PLEASE PRINT AND RETAIN THIS AGREEMENT AND CONSENT**

You will be notified by e-mail when new documents are available for viewing.

Please verify your e-mail address.