

## **ESIGN Acceptance / Consent to Use Electronic Records and Signatures**

We are required by law to provide you certain disclosures “in writing” and you may provide us your consent to receive this information electronically instead of on paper. Should you decide to open an account with us, we require the use of electronically signed documents. If you would like to opt-in to receiving electronic records and signatures, you must review and consent to the terms outlined below:

The words “we”, “us”, “our”, and “Bank” refer to TotalDirectBank, a division of City National Bank of Florida; “you” and “your” refer to each person or entity in whose name is on an Account held or who has authority to operate an Account, as well as any permitted assignee or successor in interest to the Account. “Account” means the certificate of deposit or money market account(s) you have with us.

In order to process this Account application online, you must consent to the electronic delivery as well as electronic signatures for the acceptance of Account documents, such as the Deposit Agreement, Privacy Policy, Certificate of Deposit / Money Market Account (Truth-in-Savings) Disclosure, Online Banking Agreement, Disclosure & Schedule of Fees for TotalDirectBank, Electronic Funds Transfer Disclosure, and any other future disclosures or information (hereinafter collectively, the “Terms and Conditions”) related to this Account application.

**IMPORTANT INFORMATION: In order to open a Certificate of Deposit / Money Market Account with us, you must apply online and provide your acceptance / consent to only electronic delivery (i.e., delivery of paperless statements only).**

## **Receiving paper statements or other information via US Mail**

Except as provided below in the section titled “Requesting paper copies”, your Account was developed as an online account. Therefore, we do not permit the ongoing delivery of paper copies of statements and most disclosures will be sent only electronically. By opening a TotalDirectBank Account and opting-in to electronic records and signatures, you agree to receive certain information, disclosures, and documents electronically.

## **The scope of this consent applies to current and future transactions**

Your consent will apply to all current and future communications relating to this Account or any other Accounts you may establish with us as well as any future inquiries/transactions with respect to said Account(s).

## **Requesting paper copies**

You may call us and request a paper version of any current or past Account statement or other account record; however, it is important to note any such request shall be subject to applicable fees found in our *Disclosures & Schedule of Fees for TotalDirectBank Accounts*.

## **Withdrawing consent**

You may withdraw your consent to receive any documents electronically at any time by contacting us. Your consent will become effective once we have had a reasonable amount of time to make the appropriate changes to honor your request. In the event of such withdrawal, you agree for us to close your Account and assess any applicable penalty fees as disclosed in the *Disclosures & Schedule of Fees for TotalDirectBank Accounts*.

## **Keeping your email current with us**

You must notify us if you discontinue, incur an interruption or change your email address in order for us to send documents to the correct email. We require a valid and current email address to deliver your documents electronically and accept electronic signatures from you.

## Technical requirements

Your hardware and software must meet the following minimum requirements:

- Desktop Browser
  - Latest version of Microsoft Edge, Mozilla Firefox, Apple® Safari, and Google® Chrome with 128-bit encryption
- Mobile/Tablet
  - Latest version of Safari on iOS or Android on Chrome
- Operating System
  - Windows® 7 and higher or Mac® OS 10.9 +
- Internet
  - 56 kbps modem or better
- Disc Space
  - 50 MB's or higher
- PDF Requirements
  - Latest version of Adobe ® Reader® is required to access and download and save documents.

Clicking on the “I Accept” button below confirms your acknowledgment and agreement to the following:

- **Electronic Signature Agreement.** You are signing this Application and agreeing to the Account Terms and Conditions related to this Account electronically. You agree your electronic signature is the legal equivalent of your manual signature with respect to all any Account Terms and Conditions. You consent to be legally bound by all applicable Terms & Conditions. You further agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide TotalDirectBank instructions via our web page, or in accessing or making any transaction regarding any Account Terms and Conditions, acknowledgement, and any other future disclosures or information constitutes your signature (hereafter referred to as "E-Signature"), acceptance and agreement as if actually signed by you in writing. You also agree that no certification authority or other third party verification is necessary to validate your E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your E-Signature or any resulting contract / agreement between you and TotalDirectBank. You also represent that you are authorized to enter into this Agreement for all persons who own or are authorized to access any of your accounts and that such persons will be bound by the terms of the Account Terms and Conditions. You further agree that each use of your E-Signature in obtaining a TotalDirectBank online Account or other service constitutes your agreement to be bound by the then applicable Terms and Conditions, as they exist on the date of your E-Signature.
- I consent to electronically receive documents and the use of electronic records.
- I have read and understand the terms in this **ESIGN Acceptance / Consent to Use Electronic Records and Signatures.**
- My hardware and software meets the minimum requirements.