

# E-Sign Consent

EFFECTIVE MAY 1, 2019

This E-Sign Consent ("Consent") applies to the Electronic Records for products and services offered by PurePoint® Financial, a division of MUFG Union Bank, N.A. Specifically, this form asks for your consent so that we can provide Electronic Records to you rather than in paper form. This Consent covers all of your current and future accounts, products, and services with PurePoint Financial subject to our Online Banking Service Agreement ("OLB Agreement"), Personal Accounts & Services Disclosure and Agreement, and related terms and conditions (collectively, "Agreements"), accessible through online banking (whether access is through a personal computer or mobile device), our websites or other electronic means.

Our business model is designed to deliver records to you electronically. If you do not choose to consent to your receipt of Electronic Records, you will not be permitted to open PurePoint Financial accounts and will not be eligible to sign up for online banking services offered through PurePoint Financial. The status of any consent (including a withdrawal of a prior consent) to receive electronic communications from MUFG Union Bank, N.A. is separate from your consent or any withdrawal of a consent provided to PurePoint Financial.

**In addition to the terms otherwise defined in this Consent, the following terms shall have the meanings set forth below:**

"Bank," "PurePoint Financial," "we," "us," "our" and other similar terms refer to PurePoint Financial, a division of MUFG Union Bank, N.A.

"Electronic Records" means any customer agreements or amendments thereto, this Consent, notices, account statements, responses to claims, transaction history, privacy policies and all other information related to the product or service subject to the Agreements or electronic periodic statements along with corresponding periodic statement messages or enclosures, including, but not limited to, information that we are required by law to provide to you in writing.

The terms "you," "your" and other similar terms mean the person(s) giving consent to this Consent, and also each additional account owner, authorized signer, authorized representative, and user identified on any Bank product you enroll or apply for, use or access that is subject to the Agreements.

Before you decide whether or not you wish to give your consent to this Consent and therefore receive Electronic Records, you should read and consider the following information. Then, if you decide to consent, you can click the "I Agree" button at the bottom of this Consent.

## **Scope of Communications to Be Provided in Electronic Form:**

If you consent, you will receive Electronic Records that relate to the Agreements and your deposit accounts. Such Electronic Records include, but are not limited to:

1. This E-Sign Consent and any changes to it;
2. The Agreements, including the OLB Agreement and the Personal Accounts & Services Disclosure and Agreement, and any changes to them, including disclosures under the Electronic Funds Transfer Act, Truth in Savings Act, and Expedited Funds Availability Act;
3. Error resolution notices, federal and state privacy notices, data breach notices, periodic, annual, monthly statements or other statements, disclosures, and notices relating to the maintenance or operation of an account, product or service including, but not limited to, account information, account activity, account inactivity, fee information, payments made or due, or other statements, disclosures, or notices that may be required under the Truth in Savings Act, Electronic Funds Transfer Act, the Fair Credit Reporting Act, and the Gramm Leach Bliley Act, including any amendments made to the foregoing laws, or other applicable federal or state laws and regulations;
4. Tax information reporting statements, taxpayer identification number certifications and backup withholding certifications, including, but not limited to, Form W-9 (including substitute versions), Form 1099-INT, Form 1099-MISC, and Form 1099-OID, as applicable;
5. Any notice or disclosure regarding an account, product or service fee, such as a transaction fee or a fee as a result of a stop payment order;
6. Transaction authorizations, confirmations, alerts and other communications, including but not limited to electronic fund transfer authorizations and related consumer disclosures under the Electronic Funds Transfer Act; and
7. Any notice of the addition of new terms and conditions or the deletion or amendment of existing terms and conditions applicable to the Agreements, accounts, products or services you obtain from us.

## **Method of Providing Electronic Records:**

Electronic Records that we provide to you in electronic form may be provided in the following ways:

- (i) delivered immediately following your consent, by clicking the "I Agree" button at the bottom of this Consent.
- (ii) posting the information on the website or system (for example, on our initial web page where you log into the system that offers the services or as an in-product message that displays within the system or service after you have logged in) that you access or use for your accounts, products or services;
- (iii) emailing you the information as an email message or as an email message with an attachment or a link to the attachment to your e-mail address, which you are required to provide to us in order to use online banking;
- (iv) emailing you an email message, without an attachment, but with or without a link, to the email address, which you are required to provide to us in order to use online banking, that directs you to access a website that we designate that contains the information;
- (v) sending a text message to your mobile phone number on file with us;
- (vi) other electronic means that are or may be in the future made available to you; or
- (vii) requesting you download a PDF file containing the Electronic Record.

## **How to Withdraw Consent:**

You may withdraw your consent to receive Electronic Records in electronic form by sending a written notice to us by certified mail at PurePoint Financial, P.O. Box 2157, Cranberry Twp, PA 16066. At our option, we may treat your provision of an invalid email address, or the subsequent malfunction of a previously valid email address, as a withdrawal of your consent to receive Electronic Records. Generally, we will not impose any fee to process the withdrawal of your consent to receive Electronic Records; **however, we will close your account if you revoke your consent. If your account is a certificate of deposit account, we may impose an Early Withdrawal Penalty if the account is closed outside of the disclosed maturity grace period.**

Any withdrawal of your consent to receive Electronic Records will be effective only after we have had a reasonable period of time to process your withdrawal and will not impact our ability to send you electronic communications, to the extent not otherwise prohibited by applicable law.

## **How to Update Your Records:**

It is your responsibility to provide us with true, accurate, and complete email address, contact and other information related to this Consent and your accounts, and to maintain and update promptly any changes in this information. You can update information (such as your email address) through our website. To update your email address you need to log on to the online banking system at [www.purepoint.com](http://www.purepoint.com). If you fail to update or change an incorrect email address, you understand and agree that any Electronic Record shall nevertheless be deemed to have been provided to you if it was made available to you in electronic form on our website or emailed to the email address we have for you in our records.

## **Hardware and Software Requirements:**

In order for you to provide consent to this Consent and receive Electronic Records, you must have certain computer capabilities, which we may change from time to time without prior notice to you unless prohibited by applicable law. Generally, in order to consent to this Consent and receive Electronic Records you must have: (i) a computer; (ii) an internet connection; (iii) a current operating system; (iv) an up-to-date browser with adequate security; (v) sufficient memory to download and retain Electronic Records; (vi) a printer, if you want to be able to print your Electronic Records; and (vii) a current version of a portable document viewer, such as Adobe Acrobat Reader. Refer to [www.purepoint.com/online-banking/device-requirements](http://www.purepoint.com/online-banking/device-requirements) for our current computer requirements.

## **Requesting Paper Copies:**

You may request a paper copy of any Electronic Records. However, we will not send you a paper copy of any Electronic Record, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an Electronic Record by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first made the Electronic Record available to you. To request a paper copy, call us at 1-855-488-7873 or write us at PurePoint Financial, P.O. Box 2157, Cranberry Twp, PA 16066. We generally do not charge for providing you a paper copy of an agreement that we delivered to you electronically pursuant to this Consent.

## **Communications in Writing:**

All communications in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of this Consent and any other Electronic Record that is important to you. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any communication that you have authorized us to provide electronically. If we choose provide a communication in paper it will not revoke your authorization to receive Electronic Records, as provided in this Consent.

**Federal Law:**

You acknowledge and agree that your consent to Electronic Records 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 ("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.

**Termination/Changes:**

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

**Consent:**

By selecting "I Agree" below, you hereby give your affirmative consent to provide Electronic Records to you as described herein. You further agree that your computer satisfies the hardware and software requirements at [www.purepoint.com/online-banking/device-requirements](http://www.purepoint.com/online-banking/device-requirements) and that you have provided us with a current email address at which we may send Electronic Records to you.

If you choose not to accept this Consent, you can exit out of this document and terminate the process. If you are viewing this Consent on a webpage, click on the "x" symbol in the upper right hand corner to exit out of the page.

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