

# Online E-Sign Disclosure

## Electronic Delivery of Bank Documents / Notices Consent and Agreement

### 1. Welcome

Welcome to Sovereign Bank. Our goal is to provide you with an easy and convenient way to receive our Online Access Agreement, other service or user agreements for online access to our Electronic Services. We are required by law to give you certain information “in writing” – which means you are entitled to receive it on paper. However, with your prior consent, we may instead provide this information to you electronically. We also need your general consent to use electronic records and signatures throughout our relationship with you. So, before you use any of our Electronic Services (as defined below), you must review and consent to the terms outlined below.

### 2. Definitions

The words "We," "Us," and "The Bank" mean Sovereign Bank and the words "You" and "Your" mean you, the individual(s) giving this E-SIGN consent, and also each additional account owner, authorized signer, authorized representative, delegate, product owner and/or service user identified on any Sovereign Bank product that you apply for, use, or access. “COMMUNICATIONS” means each disclosure, notice, agreement, fee schedule, statement, record, document, and other information we provide to you, or that you sign, submit, or agree to at our request. As used in this Disclosure, "ELECTRONIC SERVICE" means each and every product and service we offer that you apply for, use, administer or access using the Internet, a website, email, messaging service (including text messaging), and/or software applications (including applications for mobile or hand-held devices), either now or in the future.

### 3. Scope of Communications to Be Provided in Electronic Form

When you sign this form or select “Accept”, you agree that we may provide you with any Communications relating to any Sovereign Bank product in electronic format, and that we may discontinue sending paper communications to you, unless you withdraw your consent as described below.

Welcome to Sovereign Bank. Our goal is to provide you with an easy and convenient way to receive our Online Access Agreement, other service or user agreements for online access to our Electronic Services. We are required by law to give you certain information.

Your consent to receive COMMUNICATIONS includes, but is not limited to:

- Periodic account and activity statements
- Loan or Deposit disclosures or notices
- Product notices, amendments, or disclosures about a change in the terms of your Account or Loan or associated payment feature concerning any of your Sovereign Bank products
- Any other disclosures and notices that we are legally required to provide to you, or choose to provide to you in our discretion
- Privacy policies and notices by posting such notices on our website at [www.banksovereign.com](http://www.banksovereign.com).

Sometimes the law, or our agreement with you, requires you to give us a written notice. Additionally, there are certain Communications that by law we are not permitted to deliver to you electronically, even with your consent. If the law changes in the future and permits any of those Communications to be delivered as Electronic Records, this E-SIGN Consent will automatically cover those Communications as well.

#### 4. Method of Providing Communications to You in Electronic Form

E-mail notifications will be sent to the e-mail address that is specified on this form or on your Online Banking Application with us. You must promptly notify us of any change in your email or other electronic address. Log onto Online Banking via [www.banksovereign.com](http://www.banksovereign.com) and change the email address on record for you.

#### 5. How to Withdraw Consent

You have the right to withdraw your consent at any time. To withdraw your consent:and change the email address on record for you.

- Log onto Online Banking via [www.banksovereign.com](http://www.banksovereign.com)
- Contact us at 1-888-640-8934
- Inform us in person at any of our Banking Center Locations
- Send us a letter mailed to: Sovereign Bank, 130 E MacArthur St, Shawnee, OK 74804

It may take up to one statement cycle for us to process your request and after such time you will no longer receive communications electronically.

#### 6. Hardware and Software Requirements

In order to access, view, and retain COMMUNICATIONS that we make available to you, you must have:

- A Current Version of an Internet Browser. We Support Microsoft Edge™, Firefox®, Safari®, or GoogleChrome™;
- A Connection to the Internet;
- A Current Version of a program that accurately reads and displays PDF files, such as Adobe® Acrobat® Reader;
- A Computer and Operating System capable of supporting all of the above. You will also need a printer if you wish to print out and retain records on paper, and electronic storage if you wish to retain records in electronic form; and
- An active and valid E-Mail address.

#### 7. Requesting Paper Copies

If you elect to receive electronic COMMUNICATIONS, we will no longer send a paper copy to you. You can obtain a paper copy of an electronic COMMUNICATION by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made no later than five years after we first provided the COMMUNICATION to you. You may have to pay a fee for a paper copy unless charging a fee is prohibited by applicable law. To request a paper copy, contact us in writing at: Sovereign Bank, 130 E MacArthur, Shawnee, OK 74804. 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.

#### 8. Communications in Writing

All Communications in either electronic or paper form from us to you will be considered "in writing." You should print or download for your records a copy of your Account Agreements, Online Statements, Disclosure Notices, and any other Communication that is important to you.

## 9. Security

To protect the security of your banking information, you must not disclose or share your password(s) with any third party.

Sovereign Bank does not warrant the security or confidentiality of any information transmitted through any applicable Internet service provider, information/communication network service provider, network system or such other equivalent system in any jurisdiction via e-Statements.

## 10. Federal Law

You acknowledge and agree that your consent to electronic COMMUNICATION 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, (also referred to as E-Sign 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.

## 11. Termination/Changes

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

## 12. Disclaimer of Warranty and Limitation of Liability

Sovereign Bank makes no warranty that:

- The service will be uninterrupted, timely, secure or error-free
- The service will meet your requirements
- Any errors in the software will be corrected

Sovereign Bank shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from:

- The use or the inability to use the service
- Unauthorized access to your transmission
- Unauthorized alteration of your data
- Statements or conduct of the third party service provider
- Any other matter relating to the service

### 13. Authorization and Consent

By selecting the check-box "I AGREE", you are acknowledging receipt of the terms and conditions contained in Sovereign Bank Electronic Delivery of Bank Statements/Notices Consent and Agreement to which you agree to be bound. You confirm that:

- You can access and read this Electronic Delivery of Bank Documents;
- You can print on paper this Electronic Delivery of Bank Documents, or save or send this Electronic Delivery of Bank Documents to a location where you can print it, for future reference and access; and
- Until or unless you notify Sovereign Bank as described above you consent to receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Sovereign Bank during the course of your relationship with Sovereign Bank