# **Oxford Bank's Consent for Electronic Communications** (Federal Electronic Signatures in Global and National Commerce Act ("E-SIGN")

We are pleased to offer you the opportunity to receive information about your account electronically. If you would like to receive correspondence from us via email, instead of paper copies through the mail, please review this notice and provide your consent. This notice applies to all documents, notices and disclosures that we provide to you relating to the account(s) for which you are applying or have with Oxford Bank, except as otherwise prohibited by law.

Please read this E-SIGN Consent for Electronic Communications carefully and print a copy for your records. You can record your consent to the E-SIGN disclosure by placing a checkmark in the box on the webpage. By checking the box on the webpage, you consent to the electronic delivery of any disclosures, agreements, change notices, changes to the terms and conditions of your account, statements and any other documents or notices (together, the "Documents") that we provide to you relating to your account. You have the right to request a paper copy of disclosures; we will not provide you with paper (non-electronic) copies of any Documents unless specifically requested by you. You may incur a fee for paper copies. Please contact us for more information about the fee.

# ELECTRONIC DELIVERY OF DISCLOSURES AND NOTICES

By using Oxford Bank's website, you agree, for yourself and all account holders on a particular account, that Oxford Bank may provide statements, notices disclosures, agreements, and other information concerning your account(s), products or services offered or accessible through the online banking service (Personal and Business) (collectively "Notices"). You agree that Oxford Bank can send you Notices (1) to the email address that you provided to Oxford Bank during enrollment or, (2) by posting the Notice on the website home page of the applicable service. The delivery of any Notice from Oxford Bank is effective when sent by Oxford Bank, regardless of whether you read the Notice when you receive it or whether you actually receive the delivery. Account alerts are offered as a customer convenience only, and are not a replacement for your duties and obligations under the applicable Deposit Account Terms and Conditions.

Your consent applies to all of the following categories of Notices we provide to you by electronic means, except that Oxford Bank will not provide periodic statements electronically ("Paperless Statements") unless you separately request Paperless Statements through Online Banking and provide any consent that is required at that time:

Documents and disclosures in connection with applying for and opening a deposit account on the Oxford Bank website, including but not limited to deposit account agreements, deposit account fee schedules, rate sheets or other disclosures of deposit account interest rates, funds availability disclosures, privacy notices, information sharing notices, affiliate marketing notices and any other documents, agreements or disclosures, in connection with applying for or opening a deposit account on Oxford Bank's website.

Documents and disclosures in connection with online or other electronic banking services at the time of opening a deposit account on Oxford Bank's website or after a deposit account is opened, including but not limited to agreements and disclosures for online banking services, bill pay services online fund transfer services, check or debit card services, automated teller machine services, telephone banking services, fund transfer services through the automated clearinghouse or other electronic network, privacy notices, information sharing notices, affiliate marketing notices, and any other notices and disclosures in connection with online or electronic banking services.

Documents and disclosures in connection with transactions on or the operation of your deposit accounts, including but not limited to change in terms notices, notices relating to any breach or data security, privacy notices, information sharing notices, affiliate marketing notices, taxpayer identification number certification or other tax forms, and any other communications from Oxford Bank with respect to error resolution or other matters involving your account.

If you withdraw consent to receive Notices electronically, Oxford Bank reserves the right to discontinue your access to its electronic banking services. Any withdrawal of consent will not apply to Notices sent prior to when you elected to stop receiving Notices electronically. All communication in electronic or paper format will be considered "in writing". Please print or download this agreement and any other Notices that you may want to refer to in the future.

If you would like a paper copy of any Notice sent to you, please contact Oxford Bank at 248-628-2533. You understand and agree that Oxford Bank may charge a fee for each copy you request.

To use the Online Account Opening Product and to access, receive and retain the Notices, you must provide, at your own expense, an Internet connected device that is compatible with Oxford Bank's Online Account Opening product deployed at the time of access. Your device must meet the minimum requirements outlined below. You confirm that your device will meet these specifications and requirements and will permit you to access and retain the Notices electronically each time you access and use the Online Account Opening product.

Please click on the links to review the account opening disclosures and other documents prior to continuing. To keep a copy of any document that you view online, you may print the document by selecting "Download." Select your printer and click on OK or select Save to retain a copy on your PC. **You should not sign up for online account opening using a public computer.** 

If you do not want to receive the Notices electronically, you should exit this area of our website. If you do not consent to receiving the Notices electronically, you will not be able to open the deposit account via our website.

### **System Requirements to Access Information**

To receive an electronic copy of the Notices you must have the following equipment and software:

- A personal computer or other device that is capable of accessing the Internet. Your access to this page verifies that your system/device meets these requirements.
- An Internet web browser capable of supporting 128-bit SSL encrypted communications, and is on the list of supported browsers (http://info.netteller.com/go/Supported-Browsers.

Your access to this page verifies that your browser and encryption software/device meets these requirements.

• You must have software that enables you to receive and access Portable Document Format or "PDF" files, such as Adobe Acrobat Reader® version 8.0 and above (available for downloading at <u>http://www.adobe.com/products/acrobat/readstep2.html</u>). Your access to this page verifies that your system/device has the necessary software to permit you to receive and access PDF files.

### Withdrawal of Electronic Acceptance of Disclosures and Notices

You may withdraw your consent to receive statements in electronic form for any of your accounts by contacting us using the contact information located on our website. We may treat your provision of an invalid email address or the subsequent malfunction of a previously valid address or cancellation of participation in our online banking product as a withdrawal of your consent to receive electronic statements. We may impose a fee to process the withdrawal of your consent to receive electronic statements. Any withdrawal of your consent to receive electronic statements. Any withdrawal of your consent to receive electronic statements are a reasonable period of time to process your withdrawal.

#### **Accessing Your eStatements and Notices**

We will use our best efforts to deliver your eStatements and Notices in a timely manner and in accordance with any applicable time required by law. However, we shall incur no liability if we are unable to deliver your EStatements and Notices because of the existence of any one or more of the following circumstances:

- a. Our website or Oxford Bank Online is not working properly and you know or have been advised by us of the malfunction; or
- b. Circumstances beyond our control (such as, but not limited to, fire, flood, interruption in telephone service or other communication lines, interference from an outside source, legal restriction or delays in mail service) prevent proper delivery and we have taken reasonable precautions to avoid those circumstances.

You will receive an email notification of all eStatements and Notices, which will allow you to log in to view your eStatements and Notices using your online banking ID and password. Your eStatements and Notices are also accessible on the bank's online banking site upon login.

# How to Update Your Records

It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to this Disclosure and your account(s), and to maintain and update promptly any changes in this information. You can update such information (such as your e-mail address) by contacting us using the contact information on our website.