

# BANK OF LABOR E-SIGN DISCLOSURE AND CONSENT

<u>Please read this E-Sign Disclosure and Consent Agreement carefully and print or retain a copy for your records.</u>

Bank of Labor (Bank) is providing this notice to you, as a user of one or more of our electronic banking, financial, or other products or E-Services (any such electronic product or E-Service being herein referred to as an "E-Service"), in order to obtain your agreement and consent to do E-Service business and exchange E-Service information with us electronically as we require or direct (including, if applicable, entering into any E-Service agreement or submitting any E-Service application electronically and using electronic signatures for the purpose of accepting terms, conditions, and Legal Disclosures) and in order to obtain your consent to receive electronic records of information and Legal Disclosures that we are required by applicable law or regulation to provide to you in writing ("Legal Disclosures"). Bank reserves the right to furnish to you, and the right to require you to furnish Bank, writings or paper copies of information, communications, and/or Legal Disclosures relating to any E-Service, in lieu of and/or in addition to electronic records thereof, at any time in our discretion.

Scope of Consent. Subject to your right, if you are a consumer, to withdraw your consent and/or obtain paper copies of Legal Disclosures as provided below, in order to use the E-Service you must consent to receive in electronic form both (i) Legal Disclosures and (ii) any other E-Service information and communications that Bank elects to provide to you electronically ("Other Electronic E-Service Information"). You agree that electronic Legal Disclosures and Other Electronic E-Service Information will be enough as "writings" under applicable law or regulation. If you do not give your consent by clicking the "Accept" button below, you will not be permitted to use the E-Service. Your consent to receive Legal Disclosures electronically applies to all notices, agreements, Legal Disclosures, reports, documents, communications, and other records relating to your use of the E-Service which we are required by applicable law or regulation to provide or make available to you in writing (which may include, but not be limited to, any E-Service agreement, itself (or certain provisions thereof), notices of changes in terms, termination notices, the information that Bank provides to you as part of the applicable E-Service (e.g., the electronic account statements) and any other Legal Disclosures that would ordinarily accompany such information if it were submitted to you in writing (e.g., notices about our privacy policies). Your consent to receive Other Electronic E-Service Information applies to all other E-Service information or communications that Bank elects to provide to you electronically in our discretion.

## **Hardware and Software Requirements**

To **receive** the above information electronically, you will need all the following:

- A connection to the Internet
- 128-bit encryption
- An approved operating system and Internet browser (see below)
- A PDF reader, such as Adobe® Reader®, if you wish to view your account statements online

Bank of Labor highly recommends the use of the latest commercially accepted browsers and operating systems. The following browsers and operating systems have been approved to meet Online Banking Security and application requirements, and are currently being supported:



Operating System	Microsoft Internet Explorer®	Apple Safari®	Mozilla Firefox®	Google Chrome™
Windows 7	11.0	N/A	50.0	55.0
Windows 8.1	11.0	N/A	50.0	55.0
Windows 10	11.0, Edge	N/A	50.0	55.0
Mac OS X 10.11(El Capitan)	N/A	9.0	50.0	N/A
Mac OS X 10.12 (Sierra)	N/A	10.0	50.0	N/A
iPad®	N/A	8.0	N/A	N/A
iPad® Mini	N/A	7.1	N/A	N/A

Note: Cookies and JavaScript must be enabled.

Please note that the above table of accepted browsers and operating systems is subject to change periodically to support the combinations that have the greatest impact on users.

To download the most current version of any of this software, go to mozilla.com, microsoft.com, google.com/chrome, apple.com/safari or adobe.com.

To retain the above information, you will need the following:

- a printer (for printed copies); or
- a working hard drive or other storage device (for electronic copies).

### **Availability of Paper Records**

For deposit accounts on which you have elected to receive only electronic statements, paper copies of any statements or Legal Disclosures available to you electronically will not be distributed to you except under the following circumstances:

- if the Bank is otherwise unable to provide Legal Disclosures to you electronically, or
- upon your request

If you wish to obtain a paper copy of any legal disclosure or statement you may log in to our website and print the disclosure or statement, or you may submit to the Bank a separate request for each paper copy through one of the methods described below under "How to Contact Us." Include in your communication to the Bank your name, address, account number and the information you are requesting.

A separate charge may apply for each paper copy of a legal disclosure or statement provided to you for any of the above reasons. Please refer to your fee schedule for our current fees applicable to this E-Service. These fees may change from time to time, and the Bank will notify you of any such change.

## Withdrawing Consent for Electronic Delivery

For all account types, <u>you have the right to withdraw consent for electronic delivery at any time.</u> If you withdraw consent, your account type will remain the same. However, you will be charged the applicable pricing, if any, for paper records.

Please refer to our current fee schedule for individual product pricing for non-electronic delivery of Legal Disclosures or statements. These fees may change from time to time, and the Bank will notify you of any such change.



To withdraw consent, you must take the following steps:

- notify the Bank that you no longer desire to receive electronic statements or Legal Disclosures through one of the methods described below under "How to Contact Us."
- include in your communication to the Bank your name, address, and account number.

Any withdrawal of consent for electronic Legal Disclosures will also apply to all electronic account statements that you currently receive from the Bank, and all future statements and Legal Disclosures will be sent to you in paper format. Please refer to our current fee schedule for individual product pricing for nonelectronic delivery of Legal Disclosures. If you withdraw your consent for electronic Legal Disclosures, Bank will mail you paper copies of Legal Disclosures that Bank is required to make after the withdrawal of your consent; however, the withdrawal of your consent will not affect the legal validity or enforceability of prior electronic Legal Disclosures. To the fullest extent allowed by law, we reserve the right to charge a fee for paper copies of Legal Disclosures at our discretion. Our fees for paper copies may change from time to time, and you may obtain information about such fees by referring to your fee schedule for our current fees applicable to this E-Service or by contacting us through one of the methods described below under "How to Contact Us." We also reserve the right to terminate your use of any E-Service if you should withdraw your consent for electronic Legal Disclosures regarding such E-Service.

#### **Your Email Address**

You are responsible for all the following:

- providing Bank of Labor with a working individual email address
- notifying Bank of Labor of your new working individual email address each time you change your email address by logging in to our website and updating your email address in your Profile
- utilize one of the methods described below under "How to Contact Us."

You must provide a valid email address to the Bank and maintain access to the Internet. It is your responsibility to notify the Bank of all changes to your email address. The Bank accepts no responsibility or liability for the consequences of your failure to notify the Bank of all changes to your email address.

#### **How to Contact Us**

If you wish to contact us for one of the above purposes, you must use one of the following methods:

- secure message within Bank's Online Banking application on our website
- telephone at 1.913.321.4242
- in writing at: Bank of Labor, Attn: Operations 3<sup>rd</sup> Floor, 6301 Glenwood Street. Overland Park, KS 66202

**NOTE:** Please do not communicate with us via regular email because we cannot assure the security of information sent to us via such email, and it is possible that such information could be intercepted during transmission.



By clicking the "Accept" button, you (i) agree that this E-Sign Disclosure and Consent constitutes a part of any applicable E-Service agreement, (ii) agree that your use of electronic sounds, symbols, or processes provided by us to establish your acceptance of or agreement to E-Service terms, conditions, and/or Legal Disclosures (e.g., an electronic "I Accept" button) constitutes your electronic signature and signifies your intent to be bound. (iii) consent to receive an electronic record of Legal Disclosures and/or Other Electronic E-Service Information in lieu of a hard or paper copy or version thereof (provided, that if you are a consumer customer, your consent to receive electronic Legal Disclosures may be withdrawn as described above), (iv) acknowledge and demonstrate your ability to access electronically this notice, Legal Disclosures, and Other Electronic E-Service Information and your satisfaction of the software and hardware requirements described above, (v) confirm and represent that you, in fact, have accessed and are able to view, save and print any sample electronic Legal Disclosures or other sample electronic records or information made available to you in order to demonstrate the applicable E-Service or as part of the E-Service enrollment process, and (vi) acknowledge and agree that your acceptance of this E-Sign Consent and Disclosure inures to the benefit of Bank of Labor, its affiliates, agents, associates, successors, and assigns. If you do not "accept" this agreement, you will not be permitted to use the applicable E-Service.