

Please review this E-Sign Disclosure and Consent Agreement (the "Agreement") as it applies to required disclosures and agreements related to your account(s) with Bask Bank ("Bank," "we," "us" or "our"). It will be effective unless and until expressly withdrawn by you, as described below.

**You acknowledge and agree:**

- (i) Clicking the consent box linked to this document and any other consent or acknowledgement in the online application or online banking portal constitutes your electronic signature and is equivalent to you having physically signed a paper document.
- (ii) To receive all agreements and documents related to your account electronically, including any disclosures required by law or regulation.
- (iii) You have the hardware and software described below, and you are able to receive and review electronic records.
- (iv) To the consents, acknowledgements, terms and conditions detailed below in this document.

**CONSENT TO RECEIVE COMMUNICATIONS ELECTRONICALLY**

This Agreement describes how we communicate with you electronically, provides additional detail about the Electronic Communications we provide you and sets out the hardware and software requirements you need to receive these Electronic Communications. This Agreement applies to your account(s) with Bask Bank and all services related to your account(s) including Mobile Banking ("Services"). If you are not willing to consent to Electronic Communications, Bask Bank will be unable to open your account(s) because the online account requires Electronic Communications as part of the account product. This method applies a daily periodic rate to the principal in the Account each day.

**ELECTRONIC COMMUNICATIONS**

You agree to receive electronically online account access agreements and disclosures and mobile deposits agreements and disclosures (collectively, "Electronic Communications") that we provide in connection with the Services and your account with Bask Bank. Electronic Communications include, but are not limited, to: (a) initial and ongoing agreements; (b) initial and any subsequent disclosures; (c) notices required by agreement or applicable law. We may provide these Electronic Communications to you by posting them on the Bask Bank website, emailing them to you at the primary email address provided to us or making them accessible in Bask Bank's online portal. Electronic Communications will be provided online and viewable using in-app display features, browser software or .pdf files. In such cases, you will be able to print the Electronic Communication and/or have it emailed to you.

**RECEIPT OF ELECTRONIC COMMUNICATIONS; CONTACT INFORMATION**

Electronic Communications will be deemed received by you within 24 hours of the time such communication is posted or sent to you. It is your responsibility to keep your primary email address current so that we can send you Electronic Communications. You agree that if we send you an Electronic Communication, but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider or you are otherwise unable to receive Electronic Communications, we will be deemed to have provided the Electronic Communication to you. If you use a spam filter or similar software that blocks or re-routes emails from senders not listed in your email address book, you agree to add Bask Bank to your email address book so that you can receive Electronic Communications by email. You can update your primary email address by logging into the Bask Bank online portal and updating it there, or by contacting us at the information provided below or in the "Online Banking Terms and Conditions Agreement: Our Customer Support Information" section of the Account Agreement, Terms and Disclosures.

**REQUIRED HARDWARE AND SOFTWARE**

You are responsible for maintaining all software and hardware necessary for receiving, viewing and maintaining record of the Electronic Communications. By your acceptance of this Agreement, you represent that you will maintain all hardware and software necessary to receive, view and maintain (including, but not limited to, saving and/or printing) any Electronic

Communications provided to you. You must have: (a) a valid email address on file with us; (b) a computer, mobile device, tablet or similar device with internet access and current browser software and computer software that is capable of receiving, accessing, displaying and either printing or storing Electronic Communications received from us; (c) and sufficient storage space to save Electronic Communications (whether presented online, in emails or .pdf) or the ability to print Electronic Communications. We may revise hardware and software requirements from time to time and will notify you if there are any material changes to the hardware or software needed to receive Electronic Communications from us. By giving your consent in this Agreement, you are confirming that you have access to the necessary equipment and are able to receive, open and print or download a copy of any Electronic Communications for your records. You may print or save a copy of these Electronic Communications for your records as they may not be accessible online at a later date.

### **ADDITIONAL COPIES**

Additional electronic copies of any Electronic Communication may be provided to you without charge by contacting us within 90 days of the original date of the communication. You may also request paper copies of any Electronic Communication within 90 days of the communication by contacting us at the information provided in the "Online Banking Terms and Conditions Agreement: Our Customer Support Information" section of the Account Agreement, Terms and Disclosures. We reserve the right to impose a reasonable fee for paper copies of Electronic Communications you request.

### **FEDERAL LAW; TERMINATION AND CHANGES**

You acknowledge and agree that your consent to Electronic Communications under this Agreement 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 ("E-SIGN Act"), and that you and we both intend that the E-SIGN Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means. We reserve the right, in our sole discretion, to discontinue the provision of your Electronic Communications, or to terminate or change the terms and conditions on which we provide Electronic Communications. We will provide you with notice of any such termination or change as required by law.

### **HOW TO WITHDRAW YOUR CONSENT**

You may withdraw your consent to receive Electronic Communications by contacting us at the information provided below or in the "Online Banking Terms and Conditions Agreement: Our Customer Support Information" section of the Account Agreement, Terms and Disclosures. If you open your Bask Bank account(s) by providing consent to receive Electronic Communications under this Agreement, and you later decide to withdraw your consent to receive Electronic Communications, we will automatically close your account(s) with Bask Bank.

**Bask Bank Customer Support:** 833.260.4320

**Email:** [customersupport@baskbank.com](mailto:customersupport@baskbank.com)

**Web:** Online Banking Secure Message – log in at [www.baskbank.com](http://www.baskbank.com)

**Mail:** Bask Bank, Attn: Bask Bank Customer Support 1001 E. Lookout Drive, Tower A, Suite 700 Richardson, Texas 75082

**By selecting Continue within your new account application, you agree to the E-Sign Disclosure and Consent Agreement.**