



### Consent to Use Electronic Signatures and Communications (ESIGN Consent)

**This ESIGN Consent contains important information which you are entitled to receive before you agree to the electronic delivery of Communications. Your consent permits the GENERAL use of Electronic Communications, delivery of documents, and electronic signatures in connection with your Boyledown Accounts that are accessible in Boyledown's lending platforms. Please read this Notice carefully and print or download a copy for your files.**

We are required to provide you with certain information "in writing" regarding your accounts. With your consent, we can deliver such information to you quickly and conveniently by displaying or delivering the information to you electronically, which you retain for your future reference by (a) printing the Electronic Communication and retaining the printed copy; or (b) downloading the Electronic Communication and retaining the electronic copy.

#### 1. Definitions.

As used herein:

- "Account" means your loan with us, as well as any online product or service offered through our websites in which you have enrolled.
- "Online Product or Service" includes, but is not limited to: Online Banking, Mobile Banking, Mobile apps, Bill Payment, Internal and External Transfers, Zelle transactions, Mobile Check Deposit, Text Banking, and other digital services including future enhancements and services.
- "Communications" or "Electronic Communications" means all documents that you obtain from us that are related to your Accounts and Services. This includes, but is not limited to:
  - **Periodic, annual, monthly or other statements**, including any notices related to such statements that we are required or permitted to include with the paper statements;
  - Legal Disclosures, customer agreements, notices and other information related to the opening or initiation of an account, product or service including, but not limited to, Boyledown Online Service Agreements or other Account and user agreements;
  - Terms and conditions and user authorizations, account agreements, fee schedules or other disclosures or notices that may be required by the Electronic Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm Leach Bliley Act, or other applicable federal or state laws and regulations;

- o Any notice or disclosure regarding an account, product or service fee, such as a late fee, a check or electronic debit returned for any reason, such as insufficient funds fee or a fee;
- o Any notice of the addition of new terms and conditions or the deletion or amendment of existing terms and conditions applicable to accounts, products or services you obtain from us;
- o Disclosures and notices related to the maintenance or operation of your Account;
- o Online bill payments and payment transaction detail and payment authorizations;
- o Transaction histories, which include notices relating to fees such as late fees;
- o Policies and procedures (including our Privacy Policy);
- o Responses to claims and disputes;
- o Extension and modification agreements;
- o Tax Forms including but not limited to W9s and 1099s and tax reports related to an Account or Online Product or Service, which we are permitted to deliver electronically;
- o All other communications or information related to your Accounts that we are required to provide in writing in connection with our relationship with you.

- “We,” “Us,” “Our,” and “Boyledown,” means the Boyledown entity where your Account is held.
- “You” and “Your” means the person giving this consent.

The words “include” and “including,” when used at the beginning of a list of one or more items, indicates that the list contains examples; the list is not exclusive or exhaustive, the items in the list are only illustrations, and the items are not the only possible items that could appear in the list.

## 2. Scope of Consent.

By giving your affirmative consent, you agree that for your eligible Accounts, we may electronically deliver all Communications to you and that we may discontinue delivery of Communications by paper. **After you consent to the use of electronic signatures and Communications, you will still be able to set your preferences to receive certain categories of Communications in electronic format or paper format. Your current preferences for Account statement delivery will not be changed as a result of this consent.** Setting your delivery preferences may not be available for all products, accounts, or services. We can also use and obtain electronic signatures from you as well as deliver Communications to you electronically for any future transactions, products, or services unless and until you withdraw your (ESIGN Consent).

In some cases, we may determine that you should receive in paper rather than electronic form. Such Communications will be mailed to the primary address we have for you in our records.

For more information on communication preference management, please refer to the Document Center within online banking or our mobile application where you access your Electronic Communications. If you decide to receive some Communications in paper and some electronically, the Communications that you receive

electronically will be governed by this ESIGN Consent. Modifying your delivery preferences does not constitute a withdrawal or modification of your ESIGN Consent. To withdraw your ESIGN Consent, see Section 4 below.

### **3. Method of Electronic Delivery**

Electronic Communications (including alerts that Communications have been provided or posted) will be sent by one or more of the following methods:

- By email to you at the email address you have provided to us. Such emails may include the Communication as an attachment, notice that your Communication is available in the Boyledown Online Banking or our mobile application, or as an embedded link to a website that we operate and control;
- By accessing any Online Product or Service;
- By a notice that is contained within your electronic statement;
- By electronic messaging (such as SMS text or push notifications to your mobile device);
- By accessing a web site that we will designate in the notice we send to you via email or electronic messaging, or that we designate in advance for such purpose.

### **4. Withdrawing Consent**

In order to withdraw consent, you may:

- Call Boyledown at 631-379-0306.

Withdrawal of consent will not result in a fee or a change in a fee for any account. Please refer to your account agreement and account fee schedule for information. We will not charge you a fee for processing the withdrawal of your consent, but your access to, and use of, certain services or Account features may be terminated.

### **5. Requesting Paper Copies**

You can obtain a paper copy of an Electronic Communication by printing or downloading it or by requesting that we mail you a paper copy. We may charge you a reasonable service charge, with prior notice of any such charge, for the delivery of paper copies of any Communication provided to you electronically pursuant to ESIGN Consent. To request a paper copy, call Boyledown at 631-379-0306.

### **6. Updating Your Contact Information.**

You agree to provide us with your accurate personal contact information and to promptly notify us of any changes. You can update your contact information (including your email address and mobile phone number) by contacting us at 631-379-0306. You can also update your contact information by emailing us at [david@boyledown.com](mailto:david@boyledown.com).

If you fail to update or change an incorrect or invalid e-mail address or other contact information, you

understand and agree that any Communication shall nevertheless be deemed to have been provided to you if it was made available to you in electronic form on our Online Product and Service, or emailed to the email address we have for you in our records, or delivered through other electronic means.

## **7. Hardware and Software Requirements.**

In order to use electronic signatures and Communications you must have access to the following technology:

- A current and valid email address;
- A current version (defined below) of a supported Internet browser, such as Safari, Chrome, or Edge;
- A connection to the Internet;
- A current version of a program that accurately reads and displays PDF files; and
- A computer or other device and operating system capable of supporting all of the above. You will also need a printer if you wish to print out and retain communications on paper and electronic storage if you wish to retain communications in electronic form.

By "current version," we mean a version of the software that is currently being supported by its publisher. We reserve the right to discontinue support of a current version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use.

To verify that you have all of the necessary hardware and software for you to use electronic signatures and receive Electronic Communications on your devices, please verify that you were able to read this and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to email this document to an address where you are able to print on paper or save it for your future reference and access.

## **8. Your Agreement to the use of Electronic Communications and Signatures**

By agreeing, you confirm that:

- You have read, understand, and affirmatively agree to this ESIGN Consent;
- The Electronic Communications delivery pursuant to this ESIGN Consent will have the same legal effect as written and/or signed paper documents;
- You have the necessary hardware and software to view, save and print copies of Communications and to receive Communications that we send to you by email;
- Your consent to receive Communications electronically does not expire and is effective for the duration of our banking relationship, unless withdrawn;
- You may change certain electronic delivery settings at any time by calling Boyledown at 631-379-0306 or emailing us at [david@boyledown.com](mailto:david@boyledown.com) ;

Communications and disclosures provided on or with your periodic statements may contain important information and other legal disclosures concerning your accounts and you agree to review such statements in a timely manner.

## Retain Copies for Your Records

We recommend that you print or download a copy of this **ESIGN Consent**, the applicable service or account agreement and all other Communications to retain for your permanent records.

**ESIGN CODE: COLONIAL BEACH**