

EVABANK DOCUMENT E-SIGN DISCLOSURE & AGREEMENT

This EvaBank Document E-Sign Disclosure (“Disclosure”) applies to each account (deposit or loan) you have, or open in the future, with EvaBank where electronic statements are available (“Accounts”). The words “we,” “us,” and “our” means EvaBank and the words “you” and “your” means you, the individual(s) who is identified on the account as the owner or authorized signer as the account holder on the Account(s). As used in this Disclosure, “Document” means any periodic statement, billing notice, tax notice, terms and conditions, or other any other information related to your Account or any future Account you open, including but not limited to information that we are required by law to provide to you in writing.

Scope of Documents to Be Provided in Electronic Form. You have elected to have Documents provided to you electronically through our online banking system. By clicking accept to this disclosure you agree that we may provide you with any Document relating to any Account in electronic format, and that we may discontinue sending paper Documents to you, unless and until you withdraw your consent as described below. Your consent to receive Documents electronically includes, but is not limited to:

- Periodic disclosures or monthly billing statements for your Account.
- Notices or disclosures about a change in the terms of your Account or associated payment feature.
- Notice and disclosures that are required by regulation to be provided to you in writing.
- Tax notices
- Privacy policies and notices

Method of Providing Documents to You in Electronic Form. All Documents that we provide to you in electronic form will be provided, to the extent permissible by law, either through direct email to you or through access to our web site at <https://www.evabank.com> within our Online Banking System.

How to Withdraw Consent. You may withdraw your consent to receive Documents in electronic form for any of your Accounts by contacting us via email using the “Contact Us” form on our Website <https://www.evabank.com/contact-us> or by telephone at (256) 255-2000 or by postal mail at 1710 Cherokee Ave SW, Cullman, AL 35055. 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 Documents. We will not impose a fee to process the withdrawal of your consent to receive electronic Documents. Any withdrawal of your consent to receive electronic Documents will be effective only after we have a reasonable period of time to process your withdrawal.

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 logging in at our Website <https://www.evabank.com> and clicking on Online Banking. That information can be updated under the Options menu while signed into Online Banking. You may also contact us by telephone at (256) 255-2000 or by postal mail at 1710 Cherokee Ave SW, Cullman, AL 35055.

Hardware and Software Requirements. In order to access, view, and retain electronic Documents that we make available to you, you must have:

- An Internet browser (Internet Explorer 8.0 or later, Mozilla Firefox 5.0 or later, Safari 5.0 or later, or Google Chrome 12.0 or later that supports 128 bit encryption);
- Sufficient electronic storage capacity on your computer’s hard drive or other data storage unit;
- Adobe Acrobat® Reader 9.0 or later;
- An e-mail account with an Internet Service Provider and e-mail software or webmail access;
- A personal computer, operating system and telecommunication connections to the Internet capable of receiving, accessing, displaying, and either printing or storing, Documents received in electronic form from us via a plain text-formatted e-mail or by access to our web site using one of the browsers specified above.
- Cookies and JavaScript must be enabled
- Beta versions of browsers and operating systems are not recommended or supported

If any of these requirements change in a manner that we believe materially affects your ability to view documents we provide electronically then we will notify you.

Requesting Paper Copies. We will not send you a paper copy of any Document on accounts where you have elected to receive electronic Documents, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Document by printing it yourself or by requesting that we mail you a paper copy. To request a paper copy, contact us by telephone at (256) 255-2000. We may charge you a reasonable service charge for the delivery of paper copies of any Documents provided to you electronically pursuant to your authorization. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Document that you have authorized us to provide electronically.

Documents in Writing. All Documents in either electronic or paper format from us to you will be considered “in writing.” You should print or download a copy of all the electronic Documents and this Disclosure for your records.

Federal Law. You acknowledge and agree that your consent to receive electronic Documents 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, 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.

Termination/Changes. We reserve the right, in our sole discretion, to discontinue the provision of your electronic Documents, or to terminate or change the terms and conditions on which we provide electronic Documents, including any applicable discount for receiving electronic Documents. We will provide you with notice of any such termination or change as required by law.