

## **Independence Bank E-SIGN Disclosure**

This Independence Bank E-SIGN Disclosure (“Disclosure”) applies to account(s) you have with Independence Bank where electronic documents are available (“Accounts”). The words “we,” “us,” and “our” means the Independence Bank and the words “you” and “your” means you, the individual(s) who is identified on the account(s) 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, loan contract and supporting documentation or other information related to your Account(s), 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 by email, fax or through our online banking system. By signing the Independence Bank E-SIGN Disclosure, you agree that we may provide you with any document relating to your account(s) 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 electronic documents and transactions includes, but is not limited to:

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

**Method of Providing Documents to You in Electronic Form.** All documents that we provide to you in electronic form will, to the extent permissible by law, be delivered by email, fax, or will be accessible through our web site at **www.1776bank.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 Internet Banking Website at www.1776bank.com or by telephone at (270) 686-1776 or by postal mail at P. O. Box 988, Owensboro, KY 42302.** 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) at our Website at **www.1776bank.com or by telephone at (270) 686-1776 or by postal mail at P. O. Box 988, Owensboro, KY 42302.**

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

- **Personal Online Banking requires an Internet browser (the most recent 3 major releases of browsers from Microsoft (Internet Explorer), Google Chrome, Mozilla Firefox and Apple’s Safari.)**
- **Business Online Banking requires an Internet browser (the most recent 3 major releases of browsers from Microsoft (Internet Explorer), Google Chrome, Mozilla Firefox and Apple’s Safari.)**
- Sufficient electronic storage capacity on your computer’s hard drive or other data storage unit;
- Adobe Acrobat® Reader (most current release supported by Adobe);
- An e-mail account with an Internet Service Provider and e-mail software;

- 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.

**Requesting Paper Copies.** We will not send you a paper copy of any document 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, provided that such request is made no later than five years after we first provided the electronic document to you. **To request a paper copy, contact us by telephone at (270) 686-1776.** 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.

**Document in Writing.** All document in either electronic or paper format from us to you will be considered “in writing.” You should print or download for your records a copy of your Independence Bank E Sign Disclosure, this Disclosure, your initial authorization to receive Independence Bank documents and any changes to that authorization.

**Federal Law.** You acknowledge and agree that your consent to 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 document, or to terminate or change the terms and conditions on which we provide electronic documents, including any applicable discount for receiving Independence Bank electronic documents. We will provide you with notice of any such termination or change as required by law.

By signing this form, I confirm that a copy of this disclosure has been delivered to me and that I have read and understand the contents of this disclosure. I accept the bank’s E-SIGN terms provided to me and request my account(s) document, notifications, and all other correspondence be provided to me in an electronic format.

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Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Electronic delivery address (E-Mail)