

**PLEASE READ CAREFULLY AND KEEP A COPY FOR YOUR RECORDS**

**Purpose of the Consent to Use Electronic Records and Signatures (E-sign Consent)**

From time to time, Embassy Bank may be required by law to provide certain information to you in writing, which means you are entitled to receive it on paper. The purpose of this E-sign Consent is to obtain your consent (i) to receive certain information or disclosures from Embassy Bank in electronic form rather than in paper form; and (ii) to use electronic records and signatures in our relationship with you.

**In this E-sign Consent:**

- “Embassy Bank”, “we”, “our”, “us”, or “Bank” refers to Embassy Bank For the Lehigh Valley.
- “You” and “your” refers to the person giving this E-sign Consent, and also each additional account owner, authorized signer, authorized representative, delegate, product owner and/or service user identified on any Embassy Bank Product that you apply for, use or access.
- “Communications” refers to notices, communications, agreements, authorizations, acknowledgements, tax forms, contracts, account statements, reports, disclosures and other documents that we are required, or we otherwise elect, to provide or make available to you, or that you submit, execute or agree to in connection with your relationship with us.
- “e-Disclosures” refers to Communications (as described above) provided by the Bank to you by electronic means.
- “Embassy Digital Banking” refers to Embassy Bank’s electronic banking service for access via Internet browser or mobile app.

**By Entering Into This E-sign Consent:**

Notwithstanding any other provision in any agreement between you and us, whether now existing or entered into in the future:

- You agree that you have read, understand, and agree to be bound by the terms and conditions contained in this E-sign Consent.
- You agree to receive electronically any and all Communications and other documents that we are required to provide or make available to you during the course of our relationship with you, including those that we are required to provide you under applicable federal and state laws where electronic delivery is permitted now or in the future. The materials and information you consent to receive electronically include, but are not limited to, the following:
  - ✓ disclosures regarding your account(s) that are required to be provided at the time of account opening.
  - ✓ notices regarding changes to your account(s).
  - ✓ amendments to any agreements and/or disclosures governing your account(s).
  - ✓ disclosures that are provided to you periodically such as but not limited to e-Statements.
  - ✓ amendments to any agreements and/or disclosures regarding your use of Embassy Digital Banking.
  - ✓ amendments to this E-sign Consent.

By law, we are not permitted to deliver certain notices or disclosures to you electronically, even with your consent; in those circumstances, we will continue to deliver those notices or disclosures to you in paper form. If the law changes in the future and permits the electronic delivery of those notices or disclosures, this E-sign Consent will automatically cover those as well.

- You agree to discontinue the receipt of paper disclosures from Embassy Bank now and in the future.
- You agree that, in the absence of actual notice of non-delivery received by us, Communications sent electronically pursuant to this paragraph shall be effective when sent and shall constitute notice of the Communication.
- You agree that any e-Disclosure we send to you may be executed using electronic signatures, and that any electronic or other copy of a signed Communication or e-Disclosure shall be considered as effective as an original.
- You agree that, at any time and at our sole discretion, we may provide you with any Communications on paper, even though you have authorized electronic delivery. You, however, must provide all Communications to us on paper unless we notify you how to deliver the notice to us electronically.

- You agree to promptly notify us of any change in your email address.
- You agree that this E-sign Consent (together with the definitions of “Communications” and “e-Disclosures” as used in this E-sign Consent) is and will be deemed integrated into, and form a part of, all agreements between you and us, whether now existing or entered into in the future, and that the terms of any such agreements not otherwise stated herein, including specifically the terms of the *Digital Banking Solutions Terms of Service and Account Terms and Conditions*, shall apply to this E-Sign Consent.

## **1. Getting Paper Copies**

You may request a paper copy of a document or disclosure we sent to you electronically under this E-sign Consent by sending us an email, message or letter or by calling us (see “How to Contact Us” in section 4 below) within a reasonable time after we first provided the e-Disclosure to you. In your request you must state your full name, email address, mailing address, phone number, and which document(s) you are requesting. We may charge you a reasonable service charge and/or research fee, of which we have provided you prior notice, for the delivery of paper copies of any e-Disclosures provided to you pursuant to this authorization.

## **2. Withdrawing Your Consent**

At any time, you may withdraw your consent to electronic delivery of Communications and instead elect to receive Communications in paper form. To inform us that you no longer wish to receive future Communications in electronic format you may send us an email, message or letter or call us (See “How to Contact Us” in section 4 below) stating that you wish to withdraw your consent to receive e-Disclosures and that you wish to receive these materials in paper form. Please include your full name, phone number, mailing address and email address in your email, message, letter or call.

Any withdrawal of your consent to receive e-Disclosures will be effective only after we have had a reasonable period of time to process your withdrawal. There is no fee to withdraw your consent to electronic delivery of Communications.

## **3. Consequences of Withdrawing Your Consent**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and the delivery of services to you because we will need to send the required notices or disclosures to you in paper format, then wait until we receive back from you your acknowledgement of your receipt of such paper notices or disclosures. Further, you will no longer be able to use email or other electronic systems to receive required notices and consents electronically from us or to electronically sign documents from us. If you withdraw your consent to electronic delivery of Communications, Embassy Bank may at its option elect to terminate your access to and use of the Embassy Digital Banking service.

## **4. How to Contact Us**

If you need to contact Embassy Bank, you may:

- Email us at [embassy@embassybank.com](mailto:embassy@embassybank.com)
- Call us at (610)882-8800.
- Mail a letter to us at: Embassy Bank, P.O. Box 20405, Lehigh Valley, PA 18002-0405
- If you are an Embassy Digital Banking user, send us a secure message with the “Send Us a Message” feature.

## **5. Your Responsibility to Update Your Electronic Contact Information**

You must promptly notify us if there is a change in your email address. To let us know of a change in your email address:

- If you are an Embassy Digital Banking user, log in and change your email address in “My Settings”.
- Visit one of our branch locations and complete a Change of Address form.

## **6. Amendment and Termination of the E-sign Consent by Embassy Bank**

We may amend or change the E-sign Consent at any time and will provide to you any notice or request for authorization required by law or regulation. If no notice or request for authorization is required by law or regulation, your continued acceptance of e-Disclosures after the effective date of such change will constitute your acceptance of and agreement with such amendment(s).

We may terminate your E-sign Consent, and immediately either refuse to provide, or revoke access to, e-Disclosures at any time with or without cause or prior notice.

If we terminate your access to Embassy Digital Banking, or if you voluntarily discontinue your use of the service, your E-sign Consent will still remain in full force and effect. If you wish to withdraw your E-sign Consent after the termination or discontinuation of the Embassy Digital Banking service, please see "Withdrawing Your Consent" in section 2 above.

## **7. Required Hardware and Software**

To receive an electronic copy of Communications from us, you must have:

- Internet access,
- An active email address,
- Software which permits you to receive and access Portable Document Format ("PDF") files, such as Adobe® Reader,
- A current stable version of one of the following Internet browsers:
  - o Google Chrome
  - o Mozilla Firefox
  - o Microsoft Edge
  - o Safari
- A computer or mobile device with an operating system capable of supporting all of the above.

In some cases, you may also need a specific brand or type of device that can support a particular software application, including an application intended for particular mobile or handheld devices using a current version of Apple iOS® or Android™. From time to time, we may offer services or features that require that your Internet browser be configured in a particular way, such as permitting the use of JavaScript or cookies. If you use a proxy connection or a firewall, you may also be required to modify your proxy connection or firewall settings to allow you to access certain websites in order to receive your e-Disclosures. Please note that we are not responsible for the performance of any third-party software/browsers or any damage to your computer or other equipment caused by or related to the installation of any third-party software/browsers, etc.

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.

If you wish to print out and retain records on paper you will also need a printer, and if you wish to retain records in electronic form you will need electronic storage.

If our hardware or software requirements change, and if that change would create a material risk that you would not be able to access or retain your e-Disclosures, we will provide to you a notice of the change. Your continued acceptance of e-Disclosures after the effective date of such change will constitute reaffirmation of your consent.