



## **ELECTRONIC COMMUNICATIONS AGREEMENT**

This Electronic Communications Agreement ("Agreement") modifies and amends the Consumer Online Banking Agreement (consumer deposit accounts) or Business Online Banking Agreement (business deposit accounts), as applicable, entered into by you and Montecito Bank & Trust (the "Bank") in connection with your deposit account(s) you currently maintain at the Bank. Defined terms used in this Agreement include the words: "we" and "our" and "us" meaning Montecito Bank & Trust; "you" and "your" meaning the deposit account owner(s) identified on the deposit accounts identified in the eStatement Enrollment Form or selected in the online banking system; "deposit account(s)" means your deposit accounts at the Bank; and "business day" meaning Monday through Friday, excluding federal holidays. For the purpose of this Agreement, "consumer deposit accounts" shall mean deposit accounts established primarily for personal, family or household purposes.

### **CONSUMER LEGAL RIGHTS**

Certain laws require us to provide disclosures to consumer deposit account customers in writing, which means if you are a consumer deposit account customer, you have a right to receive that information on paper. We may provide such information to you electronically if we first present this Agreement and obtain your consent to receive the information electronically. If your deposit account is jointly owned by more than one person, any one of the deposit account owners may consent to this Agreement and that person's consent shall apply to all of deposit account owners. The person submitting this consent represents and warrants that they are authorized to do so on behalf of all deposit account owners, that they have informed or will inform all other deposit account owners of this change and will indemnify and hold the Bank harmless for failure to do so.

**SPECIAL NOTE FOR BUSINESS ONLINE BANKING (BUSINESS ONLINE) USERS: BUSINESS ONLINE ADMINISTRATORS ARE THE ONLY INDIVIDUALS AUTHORIZED TO CONSENT TO THIS AGREEMENT FOR EACH OF THE BUSINESS DEPOSIT ACCOUNTS COVERED BY THIS AGREEMENT.**

### **TYPES OF ELECTRONIC COMMUNICATIONS YOU WILL RECEIVE**

You understand and agree that we may provide to you communications in electronic format by posting the information to your Online Banking account (as defined in the Consumer Online Banking Agreement (consumer deposit accounts) or Business Banker Agreement (business deposit accounts), as applicable). Such communications (collectively referred to herein as "Communications") include:

- Periodic deposit account statements and accompanying items (such as images of drafts, checks, deposits, etc., if applicable), including all disclosures and notices provided with the same, such as those provided pursuant to the Electronic Funds Transfer Act, and the Fair Credit Reporting Act (collectively "eStatements");
- Annual privacy notices provided pursuant to the Gramm-Leach-Bliley Act;
- Disclosures regarding change in terms under the Truth in Savings Act, the Electronic Funds Transfer Act, the Expedited Funds Availability Act, and the Gramm-Leach-Bliley Act; and

- Any notice regarding hardware or software changes that may impact your ability to access Communications, including any notice revoking or limiting access to our website to access a Communication or certain information previously provided to you in electronic format.

#### **BY CONSENTING TO THIS AGREEMENT:**

You are affirmatively consenting to receive the Communications electronically, instead of receiving paper versions of the Communications. If you choose not to agree to these terms, you will not be eligible to receive electronic Communications for your deposit account(s) and you will continue to receive paper versions of the Communications, including disclosures and notices contained therein. If you have an Everyday Checking or a Cashback Checking Account and you choose to not consent to receive electronic eStatements, your account will be subject to an \$8.00 Monthly Maintenance Fee for an Everyday Checking Account or a \$15.00 Monthly Maintenance Fee for a Cashback Checking Account. This fee is subject to change by us.

#### **TECHNICAL REQUIREMENTS FOR RECEIVING COMMUNICATIONS**

To access and retain Communications you will need the following:

1. Internet access and an Internet e-mail account and address;
2. An Online Banking account;
3. A supported internet browser;

Supported browsers for Online Banking (current stable version unless otherwise noted):

Windows 10 – Edge, Chrome, Firefox

Windows 7 – Internet Explorer, Chrome, Firefox

MAC OS x 10.11 – Safari 9.x, Chrome, Mojave, High Sierra, Sierra

4. Adobe Acrobat Reader 6.0 or higher;
5. Access to a printer or the ability to download information to a storage device in order to keep copies of your Communications for your records.

PLEASE NOTE: The amount of activity on your deposit account and the size of your image file may affect your ability to receive a Communication. Limitations imposed by your Internet provider or your download speed may also be a factor in your ability to receive the image file. If you are not able to receive or view the image file for a Communication, you may request a paper version of the Communication (see the Section below titled “Requesting Copies of Communications”).

#### **ACCESS TO COMMUNICATIONS**

We may send you an e-mail notification at the e-mail address provided by you to let you know when your Communication is available for viewing through your Online Banking account. Your normal statement cut-off date will not change when you elect to receive eStatements. eStatements will be available for viewing by you for at least 18 months after the date it is posted on the Online Banking website as long as your deposit account and Online Banking account remain active during that time. It is recommended that you print or download eStatements for permanent retention.

## **REQUESTING PAPER COPIES OF COMMUNICATIONS**

You may request a paper copy of an electronic Communication by contacting us as provided below (see the Section titled "How to Contact Us"). At this time, the fee for a paper copy of each eStatement is \$2.00, subject to change by us.

## **HOW TO WITHDRAW YOUR CONSENT**

At any time you may revoke your consent to this Agreement so that you will no longer receive electronic Communications and instead receive paper versions of the Communications. To revoke your consent, notify us by telephone or in writing (see "How to Contact Us" below). If you have an Everyday Checking or a Cashback Checking Account and you revoke your consent to receive electronic eStatements, your account will be subject to an \$8.00 Monthly Maintenance Fee for an Everyday Checking Account or a \$15.00 Monthly Maintenance Fee for a Cashback Checking Account. This fee is subject to change by us. If you are receiving check images with your eStatements and you revoke your consent to receive electronic eStatements, your account will be subject to a monthly \$2.50 check image fee. This fee is subject to change by us.

## **YOUR RESPONSIBILITY TO UPDATE YOUR ELECTRONIC CONTACT INFORMATION**

You agree to promptly notify us (see the Section titled "How to Contact Us" below) if there is a change in your e-mail address or any other information needed to contact you electronically.

## **HOW TO CONTACT US**

If you need to contact us for any reason, you may contact us using any of the following options:

1. If you are an Online Banking customer, by sending us a message using the Online Banking Secure Message option;
2. By telephone at 800-348-0146; or
3. In writing by U.S. Mail at: Montecito Bank & Trust, Attn: Online Banking Department, P.O. Box 2460, Santa Barbara, CA 93120.

## **FEES FOR COMMUNICATIONS**

The Bank does not currently charge fees for electronic delivery of Communications. We reserve the right to impose or change fees for electronic delivery and charge your deposit account for these fees at any time after providing such notice to you as may be required by law or regulation.

## **AMENDMENT AND TERMINATION OF THE THIS AGREEMENT BY MONTECITO BANK & TRUST**

We may amend or change this Agreement at any time and will provide to you any notice or request for authorization required by law or regulation. Your continued acceptance of electronic Communications after the effective date of such change will constitute your acceptance of and agreement with such amendment(s). We may terminate this Agreement and immediately either refuse to provide, or revoke your access to, electronic Communications at any time with or without cause or prior notice to you. We may also in our sole discretion suspend your receipt or access to electronic Communications for any length of time determined by the Bank. If we terminate this Agreement or suspend your receipt or access to electronic Communications if required by law we will provide you

paper versions of the electronic Communications to your mailing address indicated in our records in accordance with the "Deposit Account Terms and Disclosures" agreement and disclosure statement, as amended from time to time. Additionally, if we terminate or suspend your access to our Online Banking service you will no longer receive electronic Communications after termination or during the period of suspension.

#### **LIMITATION OF LIABILITY**

We will use our best efforts to deliver your electronic Communications in a timely manner and in accordance with any applicable time required by law. However, we shall incur no liability if we are unable to deliver you electronic Communications because of circumstances including (but not limited to) the following:

1. Our Online Banking system is not functioning properly, and you know or have been advised by us of the malfunction, or
2. Your equipment or Internet access is not working properly, or
3. Internet service is interrupted (e.g. due to traffic or other disruptions), or
4. Circumstances beyond our control (including, but not limited to, fire, flood, interruption in telephone service or other communication lines, interference from an outside force, legal restriction or delays in mail service) which prevent proper delivery, and we have taken reasonable precautions within our control to avoid such circumstances. To the extent permitted by law or regulation, we hereby disclaim all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, and in no event shall we be liable for any special indirect, incidental, or consequential damages whatsoever resulting from the loss or use of data, whether or not advised of the possibility of such loss or damage.

#### **AGREEMENT REGARDING YOUR USE OF COMMUNICATIONS**

You agree not to alter or use the electronic Communications for any unauthorized, fraudulent, or other illegal purpose.

By applying for and accessing electronic Communications, you agree to be bound by any and all laws, rules, regulations and official issuances applicable to electronic Communications now existing or which may hereafter be enacted, issued, or enforced, as well as such other terms and conditions governing the use of other facilities, benefits or services that we may from time to time make available to you in connection with electronic Communications. This Agreement is subject to all applicable laws and regulations, recognized banking customs, the Bank's fee schedule in effect at the time an Online Banking service is used, and other requirements as set forth in "Deposit Account Terms and Disclosures" agreement and disclosure statement, as amended from time to time. In addition, this Agreement shall be deemed null and void upon the closing of a deposit account and all Online Banking services established for and available to such deposit accounts shall be immediately terminated.

**CONFIRMATION CODE: 9175**