Alliance Bank
OF ARIZONA
A division of Western Alliance Bank. Member FDIC.

E-Sign Disclosure

This Alliance Bank of Arizona Online Statement E-Sign Disclosure **("Disclosure")** applies to all Communications for those products, services, and Accounts offered or accessible through Online Service that are not otherwise governed by the terms and conditions of an electronic disclosure and consent. Please note that consenting to receive Communications under this disclosure will not automatically enroll you in paperless statements.

The words "**we," "us," and "our**" means the Alliance Bank of Arizona 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, "**Communication**" means any customer agreements or amendments thereto, periodic statement, authorization, disclosure, notice, or other information related to your Account, including but not limited to information that we are required by law to provide to you in writing.

1. **Scope of Communications to Be Provided in Electronic Form.** When you select "Online Only" with respect to an Account, You agree that we may provide you with any Communications relating to that Account in electronic format, and that we may discontinue sending paper Communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic Communications and transactions includes, but is not limited to:

    - All legal and regulatory Communications associated with the Account or the product or service available through Online Service for your Account.
    - Notices or disclosures about a change in the terms of your Account or associated payment feature and responses to claims
    - Privacy policies and notices
    - Monthly (or other periodic) billing or account statements for your Account(s) or such other Communications we may include from time to time as part of the enrollment in the Paperless Statement program.

2. **Method of Providing Communications to You in Electronic Form**: All Communications that we provide to you in electronic form will be provided either (1) via e-mail at the e-mail address you specify on this disclosure, (2) by access to a web site that we will designate in an e-mail notice we send to you at the time the information is available, or (3) to the extent permissible by law, by access to a web site that will generally be designated in advance for such purpose, or (4) by requesting you download a PDF file containing the Communication.

3. **How to Withdraw Consent:** You may withdraw your consent to receive Communications in electronic form for any of your Accounts by contacting us at 877-273-2265. We may treat your provision of an invalid email address or the subsequent malfunction of a previously valid address as a withdrawal of your consent to receive electronic Communications. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal.

4. **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 contacting us at 877-273-2265.

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

- an internet browser that supports 128 bit encryption;
- sufficient electronic storage capacity on your computer's hard drive or other storage unit;
- an e-mail account with an internet service provider and e-mail software in order to participate in our electronic Communications programs;
- a personal computer that meets the following hardware and software requirements:
    - 300 MHz Pentium CPU or better
    - 128 MB of RAM or better
    - Windows 98 or higher
    - IE 5.5 or higher (with 128 bit encryption)
    - Internet connection (if modem, at least 56K)
    - Browser Settings:
        - Cookies enabled
        - JavaScript enabled
        - Microsoft Java Virtual Machine enabled
    - 800 x 600 resolution
    - Adobe Acrobat Reader 5.0 or higher (for Help files and viewing documents in PDF format)
    - Printer (if you wish to print documents)
    - WinZip 7.0 or higher (if you wish to download documents)

6. **Requesting Paper Copies:** We will not send you a paper copy of any Communication from us, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made no later than seven years after we first provided the electronic Communication to you. To request a paper copy, contact us by telephone at 877-273-2265. We may charge you a reasonable service charge for the delivery of paper copies of any Communication 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 Communication that you have authorized us to provide electronically.

7. **Communications in Writing**: All Communications 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 Alliance Bank of Arizona Online Statements, this Disclosure, your initial authorization to receive Alliance Bank of Arizona Online Statements and any changes to that authorization, and any other Communication that is important to you.

8. **Federal Law:** You acknowledge and agree that your consent to electronic Communications 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.

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

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e-Statements Terms and Conditions

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- Hardware failure, failures of computers, servers, networks, telecommunication lines and connections, and other electronic and mechanical equipment;
- Software failure, including bugs, viruses, errors, configuration problems, incompatibility of systems, utilities or applications, the operations of firewalls or screening programs, unreadable codes, or irregularities within particular documents;
- Overload of system capacities;
- Damage caused by severe weather, earthquakes, wars, insurrection, riots, accident, fire, water damage, explosion, mechanical breakdown or natural disasters;
- Interruption of power supplies;
- Strike or stoppage of labor;
- Governmental or regulatory restrictions, or other human intervention;
- Any other cause whatsoever beyond the control of Alliance Bank of Arizona.

MINORS

No "minor," as determined by the applicable jurisdiction's insurance or other laws, may use this Website. Alliance Bank of Arizona does not knowingly solicit business or gather information from minors and request that any minor have their parent or a responsible adult contact us. If you are a minor, please leave this site immediately.

LINKS TO OTHER SITES

This website may be linked to other websites which are not maintained by Alliance Bank of Arizona. Links to non-Alliance Bank of Arizona Websites are provided solely as pointers to information on topics that may be useful to the Website and Alliance Bank of Arizona has no control over content on such non-Alliance Bank of Arizona Websites. If you choose to link to a Website not controlled by Alliance Bank of Arizona, Alliance Bank of Arizona makes no warranties, either expressed or implied, concerning the content of such site, including the accuracy, completeness, reliability, suitability thereof for any particular purpose, nor does Alliance Bank of Arizona warrant that such site or content is free from any claims of copyright, trademark or other infringement of the rights of third parties or that such site or content is devoid or viruses or other contamination. Links to non-Alliance Bank of Arizona do not imply any

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PROCESSING AN ELECTRONIC ACCOUNT APPLICATION

The applicant acknowledges that Alliance Bank of Arizona shall, among other things, attempt in good faith to:

(a) obtain the applicant's consent to conduct an electronic account application using "Electronic Records" and "Electronic Signatures", as those terms are defined in the federal Electronic Signatures in Global and National Commerce Act ("E-SIGN");

(b) obtain the consent of all other parties participating in or acknowledgment of other parties affected by the electronic account application transaction;

(c) comply with all other requirements of E-SIGN or the UETA (or other law) if enacted in the governing jurisdiction and consistent with E-SIGN and all other applicable federal and state laws, regulations and rules;

(d) assure the accuracy of all of the Electronic Records and the authenticity of the Electronic Signatures used in the electronic account application transaction and complying with all federal and state laws, regulations and rules, as applicable; and

(e) disclose to the applicant and all other parties participating in or affected by the electronic account application transaction the hardware and software requirements necessary to conduct the electronic account application transaction, including disclosing how to access or retain Electronic Records or to obtain paper copies.

APPLICANT DISCLOSURE AND CONSENT REQUIREMENTS FOR PROCESSING AN ELECTRONIC ACCOUNT APPLICATION

Applicant Consent. The applicant acknowledges and agrees that in order to conduct an electronic account application transaction, the applicant must:

(a) receive from Alliance Bank of Arizona, in advance of consenting to use electronic records and electronic signatures, a clear and conspicuous statement disclosing: (i) the applicant's right to require the use of paper documents and written signatures rather than electronic records and electronic signatures; (ii) the applicant's right to withdraw his/her consent at any time and the consequences of withdrawing consent; (iii) the transaction or categories of records to which the consent will apply; (iv) the procedures to withdraw consent and to update information necessary to contact the applicant electronically; (v) how the applicant may, upon request, obtain a paper copy of an electronic record and whether any fee will be charged for the copy; and (vi) the hardware and software requirements for access to and retention of the Electronic Records; and

(b) consent and agree to conduct an electronic account application transaction using Electronic Records and Electronic Signatures.

APPLICANT'S RIGHT TO PAPER COPIES OF THE ELECTRONIC ACCOUNT APPLICATION DOCUMENTS

The applicant will be provided with a paper copy of all of the Electronic Records and paper documents that the applicant has signed and any other Electronic Records or paper documents that are used in connection with the electronic account application transaction that are provided to an applicant if requested by the applicant. The copies provided to the applicant will be the applicant's record of the electronic account application transaction. Alliance Bank of Arizona must disclose to the applicant whether there are any fees associated with providing the applicant with paper copies.

Alliance Bank of Arizona may, at its option, without affecting the applicant's consent to use Electronic Records and Electronic Signatures in any way, require that some or all of the account application documents be prepared on paper and signed by the applicant in writing.

ENFORCEABILITY AND GOVERNING LAW

In the event any of the terms or provisions of these Terms and Conditions shall be held to unenforceable, the remaining terms and conditions shall be unimpaired and the unenforceable term or provision shall be replaced by such enforceable term or provision as comes closest to the intent underlying the unenforceable term or provision. These terms and conditions shall be subject to any other agreements you have entered into with Alliance Bank of Arizona.

Nothing in this Website should be construed as rendering tax, legal, investment or accounting advice.

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