

M1 Bank Internet Banking E-Sign Disclosure and Consent

We suggest you read this document carefully and print a copy for your reference.

This Online Service E-Sign Disclosure and Consent ("Disclosure"), applies to all Communications for those products and services offered through Online Banking that are not otherwise governed by the terms and conditions of an electronic disclosure and consent.

The words "**we**", "**us**", and "**our**" refer to the M1 Bank entity with whom you have your Account, and the words "**you**" and "**your**" mean you, the individual(s) or entity identified on the Account(s). As used in this Disclosure, "**Account**" means the account you have with us. "**Communication**" means any customer agreements or amendments thereto, disclosures, notices, responses to claims, transaction history, privacy policies and all other information related to the product or service, including but not limited to information that we are required by law to provide to you in writing. "**Online Banking**" means M1 Bank Online Banking (whether accessed through a personal computer or mobile device, sometimes referred to as "Mobile Banking")

1. Scope of Communications to Be Provided in Electronic Form. When you use a product or service to which this Disclosure applies, you agree that we may provide you with any Communication in electronic format, and that we may discontinue sending paper Communication to you, unless and until you withdraw your consent as described below. Your consent to receive electronic communication and transactions includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with the product or service available through Online Banking 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 Communication that we may include from time to time as part of the enrollment in our bank's eStatement delivery service "eStatements". Please note: Your consent to receive electronic communication does not automatically enroll you in eStatement.

2. Method of Providing Communication to You in Electronic Form. All Communication that we provide to you in electronic form will be provided either (1) via e-mail, (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 we will generally designate in advance for such purpose.

3. How to Withdraw Consent. You may withdraw your consent to receive Communication in electronic form by contacting us at **314-721-2265**. At our option, we may treat your provision of an invalid email address, or the subsequent malfunction of a previously valid email address, as a withdrawal of your consent to receive electronic Communication. We will not impose any fee to process the withdrawal of your consent to receive electronic Communication, however your access and use of Online Banking may be terminated. Any withdrawal of your consent to receive electronic Communication will be effective only after we have a reasonable period of time to process your withdrawal request.

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 information (such as your e-mail address) through Online Banking, by contacting us at **314-721-2265**, or by visiting any of our branch locations.

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

- an Internet browser that supports a minimum of TLS 1.1 and 128-bit encryption (preferably TLS 1.2 and 256-bit encryption);
- sufficient electronic storage capacity on your computer's hard drive or other data storage unit;
- an e-mail account with an Internet service provider and e-mail software in order to participate in our electronic Communication programs;
- Adobe Acrobat Reader version 11.1 or higher; and
- Mozilla Firefox 51 and newer, Internet Explorer 11, MS Edge, Google Chrome 56 and newer, Apple Safari 8 and newer.

6. Requesting Paper Copies. We will not send you a paper copy of any Communication, 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 within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, contact us. We may charge you a reasonable service charge for the delivery of paper copies of any Communication provided to you electronically pursuant to this 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. Communication in Writing. All Communication 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 this Disclosure and any other Communication that is important to you.

8. Federal Law. You acknowledge and agree that your consent to electronic Communication 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 Communication, or to terminate or change the terms and conditions on which we provide electronic Communication. We will provide you with notice of any such termination or change as required by law.

10. Consent. By clicking that you have read and agree to the above disclosure, you hereby give your affirmative consent to provide electronic Communication to you as described herein. You further agree that your computer satisfies the hardware and software requirements specified above and that you have provided us with a current e-mail address at which we may send electronic Communication to you.

11. How to Contact Us. If you need to contact the Bank in any of the circumstances described above, or for any other reason, you may contact us using any of the following options:

- 1) By sending us an email through our "Contact Us" section of our website, www.m1bank.net, or by directly emailing us at info@m1bank.net,
- 2) By telephone at 314-721-2265, or
- 3) In writing by U.S. Mail at: 112 S Hanley Rd, Clayton, MO 63105.

