

ESIGN ACT DISCLOSURE AND CONSENT FOR Brella™

The services available through Brella™ includes delivery and receipt of notices and disclosures by email and text message. Before using Brella™ you must expressly consent to receive notices and disclosures by email and text message, by accepting this Agreement. You evidence your consent and acceptance to this Agreement by selecting the box declaring your acceptance at the time you enroll to receive your Brella™ activation code¹. This Agreement can be viewed and printed from your Financial Institution's website or located at Shazam.net/Brella/legal.

By accepting this Agreement, you consent to receiving all notices and disclosures concerning or generated through Brella™ by email or text message. The notices and disclosures may include, but are not limited to, notice of changes made online to your account, transaction alerts, fraud alerts, travel notice(s), international transaction alerts and mail, internet or telephone transaction alerts. You must provide your email address and cell phone number for such disclosures and notices when first subscribing to Brella™. You agree to immediately notify your Financial Institution if you cease using or if you change your email address or your cell phone number. You may update this information as detailed by your Financial Institution. All notices and disclosures shall be deemed given and received by you immediately upon email to the email address or upon text to the cell phone number you have provided.

The emails and text messages you receive are provided for your convenience and do not replace your monthly account statements which are the official record of your accounts. Unless specifically required by law, we are not obligated to provide any notice or disclosure to you by mail or by any means other than email or text message. In order to keep notices and disclosures sent to you by email or text message, you must have the ability to save them to your computer or mobile device or to print them. You may also request a paper copy of an email or text message notice or disclosure for a fee as detailed by your Financial Institution by contacting your Financial Institution directly.

In order to receive text messages from Brella™ you must have an Internet-enabled cell phone that supports encryption and accepts text messages. In order to receive emails, you must have access to an email account. Your mobile carrier may charge you for Internet-related use and text messages, so please see your mobile carrier agreement for further details about these charges. You are responsible for all fees and charges you may incur to any mobile communication service provider or other third parties while using Brella™. We have no duty, liability or responsibility regarding your mobile communication service agreement, or any cell phone, computer, software or any product or service you may purchase from others relating to your use of Brella™.

If you wish to withdraw your consent to receive Brella™ notices and disclosures via email or text message you may contact your Financial Institution. Withdrawal of consent will result in the cancellation of Brella™ alert services².

We may change this Agreement at any time by sending notice to you via email or text message or in accordance with any other agreement you have with your Financial Institution. By continuing to use the Brella™ service, you are deemed to accept any changes to this Agreement.

¹ Under E-sign the consumer must consent in a manner that reasonably demonstrates an ability to receive or access the information electronically. This consent covers both email and text messages.

² Consider other consequences for withdrawing from electronic notification under Brella™, such as fees, termination of the service, etc.