

**Effective Date: 06/04/2024**

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## **Electronic Communications Agreement**

This Electronic Communications Agreement (this “E-Consent Agreement”) is between you (“you, “your,” or “yourself”) and NBH Bank, Member FDIC, along with its divisions Bank Midwest, Community Banks of Colorado, Hillcrest Bank, and Bank of Jackson Hole (collectively the “Bank”), its designees, service providers, and affiliates (together, the “we,” “us” or “our”). We may need to provide you with certain information, agreements, notices, disclosures and other communications in writing in connection with the Bank’s Online and Mobile Services, your deposit, mortgage, loan and/or credit account(s) or services and products provided to you by us (each, a “Communication”).

By agreeing to this E-Consent Agreement, you agree to the use of electronic signatures and notices in our relationship with you, confirm your ability to receive Communications electronically, and provide your consent to receive such Communications from us electronically instead of in paper form **for all accounts that you currently hold with us, whether you are an owner or a signer, and any accounts that you open with us in the future.** Without limiting the foregoing, you further agree that Communications may be provided to you via email, text message, device-level notifications, other electronic notification methods supported by the software you use to access our Online Services, including our mobile application. Any terms that are capitalized, but not defined in this E-Consent Agreement, have the same meaning given to them in our Online and Mobile Banking Agreement and Privacy Policy and in your product and service level Account Agreements with the Bank (collectively “Terms”).

**Please read the following important information about receiving electronic Communications. You understand and agree that: (i) this E-Consent Agreement, together with the Terms, will be entered into electronically; (ii) you meet the minimum hardware and software requirements specified below; (iii) your consent to receive Communications electronically will remain valid until you withdraw your consent, at which point we may terminate your access to our Services and/or close your Account(s); and (v) Communications that may be provided electronically include, but are not limited to the following:**

- Agreements (including our Online and Mobile Banking Agreement and this E-Consent Agreement and disclosures, including changes to and updated versions of those agreements and disclosures;
- The Privacy Policy and other disclosures related to privacy practices;
- Information regarding your account(s) and access to our Services, including your account(s) balance and activity;
- Account statements, authorizations and transaction histories;
- Notices to you of the resolution of any billing error or other dispute(s) regarding your account(s) or access and/or use of our Services; and
- Inquiries and notices to you about transactions made using our Services.

**Email Addresses and Mobile Device.** Our ability to provide Communications to you electronically is dependent on you providing and maintaining a valid and working email address and/or mobile contact number with us. Electronic Communications will be sent to the email address or mobile number that you or any co-applicants provide in accessing our Online Services or mobile application. If an email is returned as undelivered, we may use any other email address that we have for you or a co-applicant. In

the event Communications are provided to you via email, text message, device-level notifications, or other electronic methods supported by the software you use to access our Online Services, it is your responsibility to review those Communications. We may, at our discretion, mail paper copies of Communications to you, in addition to or instead of sending them to you electronically. Unless otherwise required by law, you agree that any Communication will be deemed received by you when sent by means set forth above.

**Notices From You Are Not Covered.** Applicable laws or contracts sometimes require you to give us “written” notices, and your consent herein does not relate to those items. In order to coordinate our processing, you must still provide us notice on paper.

**Methods of Providing Electronic Communications.** To the extent permitted by law, we may provide Communications and notices electronically by any combination of including but not limited to: (1) email; (2) posting or making them accessible on the home page on the Bank’s website, Online Services and mobile application; (3) through links provided in your online account statements; and/or (4) providing you with the option to download or print a PDF file. You agree to promptly review all Communications provided to you electronically and to take any required action or actions requested by us within the time periods set forth in any such Communication. Without limiting the foregoing, you understand and agree that the Bank’s primary method for providing Communications will be posting such Communications on the Service and you will regularly check the Service to see if a Communication has been posted or is available . By agreeing to this E-Consent Agreement, you accept the responsibility for reviewing all Communications, including any statements, disclosures, and notices that we provide in electronically.

**System Requirements.** In order to receive Communications electronically, you must meet the following hardware and software requirements:

- You must have access to a desktop or laptop with a supported browser or a tablet or mobile phone with a supported mobile operating systems (OS). The following web browsers are supported in our Service: Microsoft Edge 80 or newer, Mozilla Firefox 51 or newer, Google Chrome 60 or newer, Apple Safari 13 or newer, or Opera 56 or newer. The following mobile OS are supported in our Service: Apple iOS 12.4 or newer, Google Android 13 or newer. Note: Android devices have great variability in underlying hardware, and some models may not be supported due to device manufacturer customizations.
- You must have the ability to save or print any Communications provided to you.
- Adobe® Acrobat® Reader® 11.0 or higher (or another program providing a similar functionality) that enables you to open and/or download a portable document format (PDF) file. You can obtain the necessary Adobe® software that can be downloaded for free at Adobe - Download Adobe Acrobat Reader.
- Have an Access Devices that can facilitate two factor-authentication or other methods of using multi-factor authentication.

**Mobile application permissions.** Following are some of the permissions our mobile application uses on your mobile device. Some will appear when you perform an action, while others are called out at the time you download or update the app.

- Notifications: This permission is required if you want our mobile application to send you notification on your mobile device

**Copies.** In order to save and retain a copy of any Communication that is delivered to you, you will need the ability to electronically store or print. You may print or save a copy of any Communication that is delivered to you.

**Amendments.** We reserve the right to terminate or modify this E-Consent Agreement at any time. We will comply with any notice requirements under applicable law for such changes or termination. If we modify the E-Consent Agreement, your continued use of the service will constitute your acceptance of such changes in each instance.

**Your Consent.** By acknowledging your agreement to this E-Consent Agreement, you confirm that all of the following statements are true and accurate and will remain so during the time that this E-Consent Agreement is in effect: (1) the computer or other communications device(s) you use to review and electronically consent to the documentation and to receive and access Communications electronically meet the System Requirements set forth above; (2) you are able to access a PDF document using such a device and have confirmed your ability to do so; (3) you meet the requirements set forth in the Email Addresses and Mobile Devices section above; and (4) you agree that we may send you Communications electronically, including disclosures, notices or other information legally required in connection with your account, and not paper form, except as we reserve the right to send you legal notices and other communications in paper form as set forth above. Additionally, your consent will apply to subsequent disclosures and information that we are required or otherwise choose to provide from time to time.

**Withdrawing your Consent.** Consent to receiving Communications electronically is a requirement of being able to access and use our Online Services and our mobile application. You may request copies of Communications in paper or non-electronic form by calling the number on your Account Agreement. ***You have the right to withdraw your consent at any time through the Bank's Online and Mobile Services.***