

Roger Bank Powered by Citizens Bank of Edmond

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E-SIGNATURES AND ELECTRONIC DISCLOSURES AND NOTICES TERMS AND CONDITIONS

Definitions. Throughout these terms and conditions ("Terms"), the terms "you" and "your" refers to each consenting party or consumer, and the terms "we," "us," and "Financial Institution" refer to Roger Bank Powered by Citizens Bank of Edmond. Also, the use of "you" and "your" shall be construed in the singular and plural, as the text requires.

You understand that the following Terms constitute the full agreement by and between you and Roger Bank Powered by Citizens Bank of Edmond. These Terms are important disclosures which apply to your election to provide e-signatures and receive electronic records.

E-SIGNATURES AUTHORIZATION ACKNOWLEDGMENT AND CONSENT

DocuSign is the technology used by the bank to capture and display an electronic signature. This technology may change or expand at any time as determined by the bank.

You agree to the following:

1. You authorize us to use your electronic signature(s) for all terms and conditions ("Terms and Conditions"), documents, agreements, attachments, addendums including, without limitation, all deposit and lending related documents such as account agreements, loan agreements, security agreements, mortgages, deeds of trust, guaranties and hypothecations (collectively, the "Documents") in any way connected to the transaction ("Transaction") being entered into between you and the Financial Institution. This consent is specifically to permit an electronic signature (as of the nature then in use by the Financial Institution) in lieu of hand-written signatures on any one or more of the Terms and Conditions or Documents.
2. We consent to accept your signatures as true, correct and binding signatures and to enter into the transaction in reliance thereon.
3. You agree that its electronic signature will be enforceable as and to the full extent of a hand-written signature as an original for enforcement/enforceability of the Terms and Conditions or Documents containing the electronic signature(s), whether in court (state or federal), arbitration or otherwise. You will not raise any defenses or invoke regulatory or statutory claim attempting to invalidate the enforceability of the Terms and Conditions or Documents to which the electronic signature is affixed.

Notices. Any notice you may receive from us may be deemed given when mailed, postage paid, and addressed to you at the last address you provided us and any notice you provide us may be deemed given when mailed, postage paid, and addressed to our principal place of business. You also may have the option to have notices regarding this account provided in an electronic form, to a designated e-mail address, upon your authorization. The authorization may be withdrawn at any time to return to a mailed paper form by providing written notice to us at the address provided.

Entire Agreement. These Terms contain and constitute the entire understanding between us regarding the subject matter hereof and may not be modified, amended, or terminated except by written agreement signed by you and Roger Bank Powered by Citizens Bank of Edmond that such modification, amendment or termination affects. All prior or subsequent oral agreements and/or discussions relating to these Terms are superseded by these Terms. Further, in the event of any conflict between these Terms and any other Terms and Conditions or Document(s) relating to use of electronic signatures, these Terms shall control.

Enforceability. Whenever possible each provision of these Terms shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of these Terms shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of these Terms.

Binding Effect. The obligations hereof shall bind your heirs, executors, administrators, successors, and assigns, and all rights, benefits and privileges hereby conferred on us shall be and hereby are extended to and conferred upon and may be enforced by its successors and assigns. Further, if any Consenting Party is a partnership, the obligations hereof shall continue in force, and apply, notwithstanding any change in the membership of such partnership, whether arising from the death or retirement of one or more partners or the accession of one or more new partners.

Headings. Section headings/titles are for convenience only and are not to be used in construing or interpreting these Terms.

Governing Law. These Terms shall be governed by the laws of the state of Oklahoma except to the extent that federal law is controlling.

ELECTRONIC DISCLOSURES AND NOTICES CONSENT

Scope and Duration. You have elected to receive all available disclosures, notices and other records ("records") from us in either paper or electronic form.

System Requirements. Your system must have the following necessary hardware and software in order to receive and retrieve electronically:

Browsers: Chrome, Windows Edge Current Version, Mozilla Firefox Current Version, Safari (Mac OS only) 6.2 or greater

Mobile Signing: Apple iOS 13+ or above or Android 9+

Enabled Security Settings: Allow per session cookies We will notify you of any change in the hardware or software requirements needed for access to or retention of electronic records.

Confirmation. By electing to have records provided to you in electronic form, you agree to confirm your ability to access the information.

When we notify you of any system change, you must reconfirm your consent according to the instructions provided at the time, or withdraw your consent, in the manner set forth below.

Requesting Paper Copies. You may request paper copies of your records. To request a paper copy, please follow these procedures: To request delivery from us of paper copies of the notices and disclosures previously provide by us to you electronically, you must send an email to support@roger.bank and in the body of such request you must state your email address, full name, mailing address, and telephone number. If applicable, we will bill you for any fees at that time.

Changing Your E-Mail Address. When you change your e-mail address or other contact information, you must provide us with your new e-mail address or other contact information. If you fail to provide us with this information and electronic records are returned undelivered, To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at support@roger.bank and in the body of such request you must state: your previous email address and your new email address. We do not require any other information from you to change your email address.

Withdrawal of Consent. Any authorized signer for the account has the right to withdraw at any time the consent to have records provided in electronic form in any notification approved by us. Your consent withdrawal will not be effective until we receive it and have had a reasonable opportunity to act upon it. To withdraw your consent, please follow these procedures: To inform us that you no longer wish to receive further notices and disclosures in electronic format you may:

- i. decline to sign the document from within your signing session, and on the subsequent page, select the checkbox indicating you wish to withdraw consent, or you may;
- ii. send us an email to support@roger.bank and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of withdrawing consent for online documents will be that transactions may take longer to process.