



## ESIGN Consent to Use Electronic Records and Signatures (ESIGN Consent)

As part of your relationship with us, we want to ensure you have all the information you need to effectively manage your accounts. Our goal is to provide you with as many options as possible for receiving your account documents. We are required by law to give you certain information "in writing" – which means you are entitled to receive it on paper. However, with your prior consent, we may instead provide this information to you electronically. We also need your general consent to use electronic records and signatures throughout our relationship with you. So, before you use any of our Electronic Services (as defined below), you must review and consent to the terms outlined below,

### In this ESIGN Consent:

- “We,” “us,” “our” and “Legacy Bank” means and each and every current and future affiliate of Legacy Bank.
- “You” and “your” means the person giving this ESIGN Consent, and also each additional account owner, authorized signer, authorized representative, delegate, product owner and/or service user identified on any Legacy Bank Product that you apply for, use, or access.
- “Communications” means each disclosure, notice, agreement, fee schedule, statement, record, document, and other information we provide to you, or that you sign, submit, or agree to at our request,
- “Electronic Service” means each and every product and service we offer that you apply for, use, administer or access using the Internet, a website, email, messaging services (including text messaging), and/or software applications (including applications for mobile or hand-held devices), either now or in the future
- “Legacy Bank Product” means each and every account, product, or service we offer that you apply for, own, use, administer or access, either now or in the future. Legacy Bank Products include Electronic Services,
- The words “include” and “including,” when used at the beginning of a list of one or more items, indicates that the list contains examples; the list is not exclusive or exhaustive, the items in the list are only illustrations, and the items are not the only possible items that could appear in the list

**1. Your consent to use electronic records and signatures; Choosing to receive Communications electronically or in writing; Certain information must still be provided in writing.**

In our sole discretion, the Communications we provide to you, or that you sign or agree to at our request, may be in electronic form (“Electronic Records”). We may also use electronic signatures and obtain them from you as part of our transactions with you.

Electronic Records may be delivered to you in a variety of ways. These various delivery methods are described in our Online Access Agreement and in other agreements we may have with you from time to time. In some cases, you will be able to choose whether to receive certain Communications electronically, or on paper, or both. We will provide you with instructions on how to make those choices when they are available.

We may always, in our sole discretion, provide you with any Communication via paper, even if you have chosen to receive it electronically.

Sometimes the law, or our agreement with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we specifically tell you in another Communication how you may deliver that notice to us electronically.

There are certain Communications that by law we are not permitted to deliver to you electronically, even with your consent. So long as required by law, we will continue to deliver those Communications to you in writing. However, if the law changes in the future and permits any of those Communications to be delivered as Electronic Records, this ESIGN Consent will automatically cover those Communications as well.

We will continue to provide your tax statements on paper unless you separately elect to receive them electronically (if available).

**2. Your option to receive paper copies:**

If we provide Electronic Records to you, and you want a paper copy, you may contact the appropriate customer service unit and request a paper version. You will find the appropriate contact information on the account statement or agreement for the Legacy Bank Product related to the Electronic Record. You may have to pay a fee for the paper copy unless charging a fee is prohibited by applicable law. Please refer to the applicable statement or agreement for any fee that may apply for paper copies.

**3. Your consent covers all Legacy Bank Products; Privacy Policies.**

Your consent covers all Communications relating to any Legacy Bank Product. Your consent remains in effect until you give us notice that you are withdrawing it.

From time to time, you may seek to obtain a new Legacy Bank Product from us. When you do, we may remind you that you have already given us your consent to use Electronic Records and signatures. If you decide not to use Electronic Records and signatures in connection with the new product or service, your decision does not mean you have withdrawn this consent for any other Legacy Bank Product

You agree that we may satisfy our obligation to provide you with an annual copy of our Privacy Policy by keeping it available for review on [www.mylegacybank.net](http://www.mylegacybank.net), or, with prior notice to you, on another website where we Offer Electronic Services

**4. You may withdraw your consent at any time; Consequences of withdrawing consent; How to give notice of withdrawal.**

You have the Right to withdraw your consent at any time. Please be aware, however, that withdrawal of consent may result in the termination of:

- Your access to our Electronic Services, including online banking, and
- your ability to use certain Legacy Bank Products

Your withdrawal of consent will become effective after we have had a reasonable opportunity to act upon it.

If you are receiving online account statements, the termination will cause paper statements to be mailed to you via the U.S. Postal Service or other courier. Depending on the specific Legacy Bank Product, if you withdraw consent, we may charge higher or additional fees for that product or for services related to it. Please refer to the applicable agreement for any fee that may apply.

To withdraw your consent, you must contact us at 276-935-8111.

**5. You must keep your email or electronic address current with us.**

You must promptly notify us of any change in your email or other electronic address.

**6. Hardware and software you will need:**

To receive Electronic Records, you must have access to:

- a Current Version (defined below) of an Internet browser that supports 128-bit encryption,
- a connection to the Internet,
- a Current Version of a program that accurately reads and displays PDF files (such as

- Adobe Acrobat Reader),
- a computer and an operating system capable of supporting all the above. You will also need a printer if you wish to print out and retain records on paper, and electronic storage if you wish to retain records in electronic form, and
  - an active email address

In some cases, you may also need a specific brand or type of device that can support a particular software application, including an application intended for particular mobile or handheld devices.

By “Current Version,” we mean a version of the software that is currently supported by its publisher.

From time to time, we may offer services or features that require that your Internet browser be configured in a particular way, such as permitting the use of JavaScript or cookies. If we detect that your Internet browser is not properly configured, we will provide you with a notice and advice on how to update your configuration.

We reserve the right to discontinue support of a Current Version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use with Electronic Services,

#### **7. Changes to hardware or software requirements.**

If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain your Electronic Records, we will give you notice of the revised hardware and software requirements set forth in Section 6 above. Continuing to use Electronic Services after receiving notice of the change is a reaffirmation of your consent.

#### **8. Your enrollment in Electronic Services using our equipment.**

If you utilize an Electronic Service through one of our customer service representatives or using our equipment, your enrollment may not be complete until you take additional action. We will advise you, at the time of your enrollment, of any additional action you must take. If you take the required action, it is an affirmation of your consent to use Electronic Records and signatures under the terms of this E-SIGN Consent,

#### **9. Communications in languages other than English.**

Please note, we may be unable to fulfill and service Legacy Bank Products in a language other than English. Future Communications may be in English only. If you are not fluent in English, you should consider obtaining the services of an interpreter or taking other steps

to ensure you understand the transaction before entering into it and to have any Future English Communications explained to you.

Our Communications are produced in English. For your convenience, we will provide a Spanish translation when available. You agree that the English version is always the controlling Communication.

**By providing your consent, you are also confirming that you have the hardware and software described above, that you are able to receive and review Electronic Records, and that you have an active email account. You are also confirming that you are authorized to, and do, consent on behalf of all the other account owners, authorized signers, authorized representatives, delegates, product owners and/or service users identified with your Legacy Bank Products**

**Additional examples of Electronic Records covered by this ESIGN Consent include:**

1. This ESIGN Consent and any amendments
2. Any service or user agreements for access to our Electronic Services, and all amendments to any such agreements;
3. All of the Communications related to any Legacy Bank Product, except for those excluded by the terms of this ESIGN Consent;
4. All of the periodic account and activity statements, disclosures and notices we provide to you concerning your Legacy Bank Products;
5. Any notice or disclosure regarding fees or assessments of any kind, including late fees, overdraft Fees, over limit fees, and returned item fees;
6. Notices of amendments to any of your agreements with us; and
7. Other disclosures and notices that we are legally required to provide to you, or choose to provide to you in our discretion

