

E-Sign Consent to Use Electronic Records and Signatures

For purposes of this Consent, the following terms shall be defined as follows:

- “account” means a deposit account or accounts you open with The Bank.
- “you,” “your,” and “yours,” mean the owner or owners of the account.
- “The Bank”, “we,” “our”, or “us” shall mean BOC Bank, its principal office being located at 800 S. Polk, Amarillo, TX.

This consent agreement is incorporated with and made a part of your Deposit Account Agreement with us. If the terms and conditions of this consent agreement, including any subsequent consent agreement, conflict with the terms and conditions contained in any other agreement between the Bank and you, the terms and conditions of this consent agreement shall be controlling with respect to electronic disclosure matters to the extent of the conflict.

The Bank will primarily provide services to you electronically. For this reason, before you can begin using online banking services through the Bank, you must consent to receiving communications from us in an electronic format rather than paper. This statement asks for your consent so that we can provide communications and information to you in an electronic format. Before you decide whether you wish to provide your consent to receiving electronic disclosures, you should read and consider the information in this document. You agree and consent to the terms and conditions of this document by marking “I Agree” or “I Accept” or otherwise indicating that you consent to using electronic documents and signatures.

You should keep a copy of this document for your records. If you have any questions about electronic disclosures or signatures that are not answered, feel free to communicate with us using any of the following contacts:

- Call us at 806 779-2461 or
- Email us at service@bocbanking.com or
- Send us a letter via U.S. mail to: BOC Bank, 800 S. Polk St. #103, Amarillo, TX.

If you write us a letter, please include your full name in the letter as well as the applicable accounts.

1. Scope of Communications to Be Provided in Electronic Form

Your consent is voluntary, but we cannot provide online banking services, maintain an account for you, or make a loan to you if you do not consent. If you are unwilling to receive communications and disclosures electronically, you may decline to use our services by not completing the account enrollment process.

If you consent, we may send all communications, contracts, notices, or disclosures that are related in any way to our services in an electronic format. You also agree that any signatures by you or the Bank may be submitted in electronic format rather than on paper. Communications may be provided directly by us or through a third-party with whom we have a contractual arrangement. These disclosures may include, but are not limited to, the following:

- All legal and regulatory disclosures and communications associated with your accounts or to online banking;
- Applications and agreements for accounts, loan products, or services;
- Terms and conditions of accounts, loans, or services;
- Account and loan statements;
- Notices of change in account terms;
- Notices of fee changes;
- Responses to any questions you may have about electronic funds transfers; and
- Privacy and security notices.

You acknowledge and agree that:

- We may send you any communication electronically only.
- Your consent to receive electronic communications will automatically enroll you in electronic statements and allow us to electronically send you all communications by the methods set forth below in Section 2.
- We may, in our discretion, provide a paper (instead of electronic) copy of any communication that you have authorized us to provide electronically.
- You and we may sign and execute documents with electronic signatures, which will be just as effective and binding as a signature on paper. Your agreement to electronic signatures applies to any and all documents that you have agreed to receive electronically.

2. Method of Providing Communications to You

All communications (including alerts that communications have been provided or posted via any of the methods set forth below) will be provided by one or more of the following methods:

- Through our website, including our mobile websites or, to the extent permitted by law, a website that we will designate in advance for any such communications;
- Via the email address you provide us;
- Text messages and push notifications to your mobile device;
- Secure messages via online banking; or
- By requesting you to download or print a Hypertext Markup Language ("HTML") file or a Portable Document Format ("PDF") containing the electronic communication.

3. TEXT MESSAGE (SMS) SERVICE

You acknowledge and agree that you may receive periodic calls, text messages, or other electronic messages, including automated messages, regarding any of our services to any



mobile device through any phone number you submit to us. Messages may be sent by us or by our affiliates or third parties with whom we have a contractual arrangement.

Standard message and data rates apply to all text messages sent to or received from us. For more information regarding these rates please review your mobile service plan or contact your mobile carrier. You are responsible for charges from your carrier. You may opt out of receiving text messages, at any time. To opt out of receiving text messages, reply STOP to (833) 660-2183. If you need help with the text messaging service, reply HELP to (833) 660-2183. Note: replying STOP will block any and all types of text message alerts. To reinstate the text messaging service reply, UNBLOCK to (833) 660-2183.

How to Obtain Electronic Disclosures (Electronic disclosures)

You may view, download, or print electronic notices and disclosures from your computer if you have the hardware and software described below. You can also save copies to your hard drive or other media for viewing and printing at a later time.

If you have trouble printing or if you need a paper copy for a special situation, you may request a paper copy from us by contacting us through any of the methods listed above. If you need a paper copy of any E- disclosure, we will provide the copy for free.

4. System and Equipment Requirements

Prior to accepting electronic delivery of disclosures, you should verify that you have the required hardware and software necessary to access and retain documents and disclosures in an electronic format. The bank requires you to use a web browser that supports adequate security measures including SSL encryption technology or additional security measures as the Bank may require, see list below. The bank requires you to use a web browser that supports adequate security measures including SSL encryption technology or additional security measures as the bank may require see list below

- A computer or mobile device with one of the following Internet browsers or equivalent:
 - i. Opera version 12 or higher.
 - ii. Firefox version 38 or higher.
 - iii. Safari version 7 or higher.
 - iv. Chrome version 40 or higher.
 - v. Edge version 12 or higher
- An Apple iPhone or iPad running iOS version 9.0 or higher.
- An Android phone running Android version 4.1 or higher.
- You will need Internet access through an Internet service provider (ISP);
- An app or program that can read and display PDF format documents;
- A printer connected to your computer to print disclosures;
- Sufficient hard-drive space or other electronic storage method if you plan to save disclosures in an electronic format;
- An external email address.



Obtaining and maintaining adequate internet access is your responsibility, and you are solely responsible for all internet service provider (“ISP”) fees and costs. **You understand that the Bank is not responsible for any computer virus or related problems that may be associated with your use of the internet in general or your use of Online services via the internet.** We may revise hardware and software requirements, and if there is a material change that the changes may impact your ability to access the disclosures we will notify you of these changes thirty (30) days in advance and provide you an opportunity to change your method of receiving disclosures (e.g. change to paper format vs. an electronic format) without the imposition of any fees. To provide the highest level of confidentiality and security, we require the use of borrowers that provide encryption using 128-bit key. The higher level of encryption. The harder it is for unauthorized persons to read information. Major browser suppliers (Microsoft Internet Explorer, Safari, etc.) support 128-bit encryption versions that are available for download from their respective websites without charge. The encryption level may be called cipher strength to refer to cryptography.

Cancellation of Electronic disclosures

We will provide statements and agreements for our services in electronic format. If you cancel or withdraw your consent to electronic disclosures or statements after opening an account with us, we will [close your account and mail you a check for your balance to the address on our records]. If you want to cancel electronic disclosures and thus close your account, you must:

- Call us at **806 779-2461**, or
- Email us at service@bocbanking.com, or
- Send us a letter via U. S. mail to: BOC Bank, 800 S. Polk, Amarillo, Tx

If you write us a letter or email, please be sure to identify yourself and the applicable accounts.

5. Address Changes

In order to provide electronic disclosures, we must maintain your current email address at all times. It is your sole responsibility to provide us with your correct contact information, including your email address. You should notify the institution of any changes to your personal contact information through secure messaging in Online Banking or by calling **806 779-2461**.

6. Proceed with Acceptance of Electronic disclosures

By clicking “ACCEPT” below, you agree to accept all account related disclosures and communications exclusively in an electronic format. You also agree that you have the necessary equipment for accessing and viewing the disclosures and communications and you agree to notify us if you change your email address or if you no longer want to receive such disclosures and communications electronically.

As part of the registration process, we may send you an email and ask you to confirm your email address, and your ability to access electronic disclosures.

If you do not want electronic disclosures, do not check the “I agree” box below