

## Areti Bank International Inc. Electronic Communication And E-Sign Agreement

Last Updated: June 30, 2023

## **Introduction**

This Agreement covers Areti Bank International Inc ("Areti Bank"), and all subsidiaries.

This Electronic Communication and E-Sign Agreement (the "Agreement") allows us to provide you with electronic version of important notices and documents associated with products and services offered by Areti Bank and all subsidiaries.

For purposes of this Agreement, the words "we," "our," and "us" mean Areti Bank, affiliates, successors and assigns. The words "you" and "your" means each applicant, account owner and anyone else with access to an Areti Bank account. If there is more than one owner, then these words mean each account owner separately, and all account owners jointly.

You agree to receive electronic Communications from us. We are required by law to give you certain information in writing. This means you have the right to receive that information physically, on paper. With your consent, Areti Bank will send that information to you electronically, instead, in accordance with the federal Electronic Signatures in Global and National Commerce Act ("E-Sign Act"). By consenting to this Agreement, you consent to receive Communications in electronic form for any Areti Bank's products, services, and accounts that you apply for or obtain, either now or in the future. You also consent to the use of electronic signatures in your relationship with Areti Bank. "Communications" includes each disclosure, notice, agreement, privacy policy, statement, record, document, and other information that may be required or otherwise provided during the business relationship between you and Areti Bank. We reserve the right to provide Communications in paper form.

We may deliver electronic Communications to you in several ways. Electronic Communications may be posted within the Areti Bank website and/or delivered to the email address you provided to Areti Bank. It is your responsibility to keep current your contact information associated with your Areti Bank account so that we can send you electronic Communications. You can update your email address and other contact information from your account settings within the Areti Bank website, mobile app, or by contacting Areti Bank at +1(787)301-0804. You can withdraw your consent to receive Electronic Communications.

You have the right to withdraw your consent to receive electronic Communications. If you withdraw your consent, we will terminate your Areti Bank account and related services, including your use of the Areti Bank online applications. To withdraw your consent, please contact Areti Bank at +1(787) 301-0804.

You have the right to request documents physically, on paper. You will have the right to request any Communications covered by this Agreement in physical, paper form. To receive a paper copy of any document that has been previously provided to you, please contact customer service at +1(787) 301-0804. There is no cost for requesting paper documents. Future Communications will continue to be delivered electronically unless you withdraw your consent, as described below. We reserve the right to terminate our relationship, if we are unable to support certain requests for paper documents.



<u>Minimum system requirements for accessing electronic Communications</u>. To access electronic Communications, you will need certain browser and encryption software that meet these requirements.

Our system requirements are:

- 1. A mobile device running Apple iOS 13.0+ + or Android 5.0+ (Lollipop).
- 2. A computer capable of running a modern web browser like, Microsoft Edge, Safari 13 +, Chrome 48 +, or Firefox 68 +.
- 3. The ability to view and retain Portable Document Format (PDF) files.
- 4. The ability to receive text messages to allow for two-factor authentication.

By consenting to this Agreement, you confirm that the electronic device you use to access Areti Bank products and services meets the minimum specifications and requirements outlined above. If a change in these hardware or software requirements creates a substantial risk that you will not be able to access or retain electronic Communications, Areti Bank will provide you with notice of such change. Continued use of our electronic services after any such notice signifies your acceptance of the change and reaffirmation of your consent.

<u>Customer consent</u>. By checking the "I Agree" box at account opening, you consent to the electronic delivery of all Communications. You cannot open this account without acceptance of this Agreement. You confirm that you have access to an electronic device that satisfies our minimum system requirements, and that you have access to a printer and/or the ability to download information. By consenting to electronic delivery of Communications, you also agree that Areti Bank will not be providing to you any future Communications in paper form unless specifically requested by the means defined above. You should retain a copy of this Agreement and all other Communications for your records.

**E- Sign Disclosure and Consent**. When applying for a Deposit Account or Loan with Areti Bank, you will be asked to give your consent for the Bank to provide disclosures, communications and information to you electronically rather than paper form and agree to sign documents electronically, we will accept your electronic signature as though it were your handwritten signature.

The Disclosure and Consent Regarding Electronic (eSign) Signatures and Communications (the "Consent") provides the person(s) giving his/her consent below ("you" and "your") with information relating to your electronic receipt of disclosures and notices (collectively, the "Disclosures") in connection with your new Deposit Account or your loan transaction (the "Loan") pending with the Bank ("we", "us" and "our"). By providing your consent, you agree that we may send you any and all Disclosures (which are described below) relating to the Deposit Account or Loan in an electronic form. We will sometimes use the words "Electronic Records" as a short way to refer to the communications and information that we may provide electronically. Before you decide whether or not you wish to give your consent to receiving Electronic Records, you should read and consider the following information.

If you agree to provide your consent, click/check the "I Agree" button or sign at the bottom of the acknowledgement. The statement contains important information that we are required by law to provide to you. You should keep a copy for your records. If you have any questions about Electronic Records that are not answered, you can contact us at: info@aretibank.com



Types of Disclosures and Notices that will be provided in Electronic Form. The Disclosures may include, without limitation, disclosures and notices under the Federal Equal Credit Opportunity Act and Federal Reserve Regulation B, the Federal Truth in- Lending Act and Federal Reserve Regulation Z, the Federal Fair Credit Reporting Act, the Federal Electronic Fund Transfer Act and Federal Reserve Regulation E, , the Federal USA PATRIOT Act of 2001 and Title V of the Federal Gramm-Leach Bliley Act, together with all rules and regulations that implement the same, as well as all other applicable federal, state and local laws, rules, regulations and ordinances. The Disclosures also include any other information, agreements, disclosures and notices that we wish to provide you in connection with the Deposit Account or Loan in an electronic form, even if the information, agreements, disclosures and notices are not required by these laws, rules, regulations or ordinances.

**For Online Banking Services**. the Disclosures may include your periodic Account Statement (As part of the monthly account statement, you will receive information about your account), other periodic or special notices (such as hold notices on availability of funds, or error resolution notices if you assert your rights under the federal consumer protection laws and regulations). These include special notices that federal laws and regulations from time to time might require us to provide to you and Privacy notices and disclosures. (These notices provide you with information about our privacy practices and policies).

Your Right to Receive Paper Copies of the Disclosures. You have a right to receive certain Communications on paper and you are not required to consent to receiving those Communications electronically instead. You are not required to consent to the electronic signature of documents. If you prefer not to provide your Consent, all of the Disclosures will be provided to you in a paper form. If you decide to provide your Consent, you should also print all disclosures and legal documents.

Your Right to Withdraw Your Consent. You have the right to withdraw your Consent at any time. You will not be charged any fees as a result of the withdrawal of your Consent. If you withdraw your Consent, any Disclosures provided to you after the effective date of the withdrawal will be provided in paper form. You may also receive paper copies of any Disclosures that were previously provided to you electronically as described below.

<u>Scope of Your Consent</u>. Your Consent applies only to your electronic receipt of Disclosures and legal documents in connection with the origination, closing and servicing of the Loan or deposit account. Your Consent does not apply to other transactions that you may wish to enter into with us.

To Withdraw your Consent. all you need to do is contact us using one of the Contacts described above.

<u>What records will you provide to me electronically?</u> If you consent, you will receive electronic records that relate to our online banking services. These will include the following types of documents:

- o Your monthly account statement, if applicable. (As part of the monthly account statement, you will receive information about your account).
- o Other periodic or special notices (error resolution notices if you assert your rights under the federal consumer protection laws and regulations). These include special notices that federal laws and regulations from time to time might require us to provide to you.
- o Privacy notices and disclosures. (These notices provide you with information about our privacy practices and policies).



**Do I have an option to regularly receive these records in non-electronic form?** After you provide your Consent, you may receive, without charge, a paper copy of any Disclosures that have been provided to you electronically by contacting us using one of the Contacts described above. The Bank's Online Banking Service has been designed and built to provide records to you in electronic form. To put it another way, the system is an electronic banking system and it does not have a paper-based alternative.

Can I get a copy of the records in non-electronic form if a special need arises? At your request, we can prepare a paper based version of any of the electronic records you receive, for up to five years after the date it was created. If you want us to prepare a paper-based copy, you can request it by contacting us. Please refer to the Schedule of Fees herein for any costs associated with this service.

If I consent to electronic records now, and change my mind, what can I do and what are the consequences? You can change your mind, and withdraw your consent, at any time, and provide notification to us at the contact information above requesting paper statements and documents be provided to you. However, remember that the Online Banking Service does not support paper-based communications. The consequence to you, if you withdraw your consent to electronic records, is that your access to and your ability to use the Online Banking Service will end.

<u>Change of your designated E-Mail Address</u>. If you change your designated e-mail address, you must notify the Bank to ensure continued delivery of electronic records.

## Are there any hardware or software requirements for me to access or retain the electronic records?

You will need a computer with sufficient memory to store electronic records, and with a working connection to the Internet. You will need an internet connection; a Current Version of Internet Explorer, Chrome, Safari, or Firefox; an active e-mail account and related software for accessing the email account; a Current Version of a program that accurately reads and displays PDF files; and a device with an operating system capable of supporting previous items. Your browser will need to have a minimum of 128-bit encryption capabilities. You are responsible for configuring your system to accommodate these requirements. Finally, you will need a printer if you want to print copies of electronic records. If we change the minimum hardware or software requirements needed to access or retain electronic records, and the change creates a material risk that you will not be able to access or retain a subsequent record, then before the change takes effect, we will let you know about the change and let you know what the new requirements are. We will notify you by e-mail, and at that time you will be allowed to choose whether you still want to give us your consent to receive communications or information by electronic records. If not, you will be allowed to withdraw your consent at that time, without any fee or charge by us. However, if you withdraw your consent, you may not be able to access the Online Banking Services without upgraded hardware or software. Then, your ability to use the Online Banking Service could also end (as described above, under "If I consent to electronic records now, and change my mind, what can I do and what are the consequences?").

How will the electronic records be provided to me? All Disclosures are available on the Bank's Website and can be accessed by clicking on the "Legal Documents" tab https://aretibank.com/legal-documents-forms-areti-bank. Other periodic or special notices will be sent to you by e-mail, unless they contain confidential account information at which time, they will be sent by secure email through the online banking service on our website (www.aretibank.com). Your monthly account statements, if applicable, contain confidential information, so they will be stored for you to access (print or review) on the online banking service on our website, at www.aretibank.com and will be available to you, for at least 2 years



following the date it is first posted. To access your monthly statements and any notices sent by secure email, you will need to sign-in to the online banking service of the Bank's Website.

Are there other special requirements for electronic records? You must provide us with your current e-mail address and always keep it current with us. Otherwise, you may not receive electronic records in a timely manner. If you download or print any confidential materials, such as your monthly statements, be sure that, you store them in a secure environment.