

**MONET BANK**  
**ELECTRONIC RECORD AND SIGNATURE AGREEMENT AND DISCLOSURE**

From time to time during the course of our relationship with you, Monet Bank ("we," "our," "us," or "Bank") may be required by law to give you certain information in writing, which means you are entitled to receive it on paper. We may, however, provide some of this information to you electronically, instead, with your prior consent. Described below are the terms and conditions for providing such communications, agreements, notices, disclosures, authorizations, acknowledgements, and other documents ("Disclosures") to you electronically. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Agreement and Disclosure ("Agreement"). By clicking "Continue," you agree to the terms of this Agreement.

By accepting this Agreement, you are authorizing but not requiring the Bank to exclusively provide electronic delivery of all required Disclosures, and your authorization is effective until withdrawn by you. We may provide these Disclosures to you by posting them on the Monet Bank website or by emailing them to you at the e-mail address you have provided to us. Consenting to accept delivery electronically means that once the Bank presents Disclosures to you, and if necessary, you click to accept them, the Disclosures will apply to you and your account(s) at the Bank. Even after your authorization for the Bank to provide electronic delivery of Disclosures, the Bank may elect to provide such Disclosures by mail in addition to or in lieu of the electronic delivery of Disclosures.

Following is a list of some, but not necessarily all, of the Disclosures you may get electronically at our option: (1) account opening documents, including the Terms and Conditions of your account; (2) Truth in Savings disclosures; (3) electronic fund transfers disclosures and annual notices; (4) funds availability disclosures; (5) our privacy policy disclosure and annual notices; (6) schedules of fees applicable to your account; (7) notices regarding maturity of your certificate of deposit; and (8) any other notice or disclosure that we are required or choose to provide.

If we provide you with a Disclosure electronically, you can also request a paper copy of the Disclosure at any time by writing, calling, or sending us an e-mail at:

Monet Bank  
6000 Legacy Drive  
Plano, TX 75024  
1-888-222-3902  
[info@monet.bank](mailto:info@monet.bank)

You may have to pay a fee for the paper copy under the terms and conditions and/or fee schedules for your account(s).

Disclosures will be deemed received by you within 24 hours of when such Disclosure is posted or sent to you. You agree that if we send you a Disclosure, but you do not receive it because your e-mail address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive Disclosures, we will be deemed to have provided the Disclosure to you. If we determine that an e-mail message to you regarding any Disclosure is undeliverable, we may, at our discretion, choose to mail such Disclosure to you using U.S. Postal Service mail.

To let us know of a change in your e-mail address where we should send Disclosures electronically to you, you must send an e-mail message to us at [info@monet.bank](mailto:info@monet.bank) and in the body of such request you must provide your current e-mail address and your new e-mail address. We do not require any other information from you to change your e-mail address.

You may withdraw consent for electronic delivery of Disclosures at any time and at no cost to you by contacting the Bank at the above address, telephone number, or e-mail address. If you elect to receive required Disclosures only in paper format, it may slow the speed at which we can deliver services to you because we will first need to send the required Disclosures to you in paper format, and then wait until we receive back your acknowledgment of your receipt of such paper Disclosures. Withdrawing consent will not affect the legal effectiveness, validity, or enforceability of Disclosures that were made available to you prior to the implementation of your withdrawal. Your withdrawal of consent for electronic delivery of Disclosures will be effective once accepted by us and we have a reasonable opportunity to act on the withdrawal.

You acknowledge and agree that your consent to electronic Disclosures is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act ("E-SIGN Act") and the Uniform Electronic Transactions Act, as adopted in Texas, and as may be supplemented, modified or replaced from time to time ("UETA"), and that you and we both intend that the E-SIGN Act and UETA apply to the fullest extent possible to validate our ability to conduct business with you by electronic means. We reserve the right, in our sole discretion, to discontinue the provision of your Disclosures, or to terminate or change the terms and conditions on which we provide Disclosures. We will provide you with notice of any such termination or change as required by law.

### ***Minimum Hardware and Software Requirements***

You are responsible for maintaining all software and hardware necessary for receiving, accessing, viewing and maintaining record of all electronic Disclosures. By your acceptance of this Agreement, you represent that you will maintain all hardware and software necessary to receive, access, view and maintain (including, but not limited to saving and/or printing) any electronic Disclosure provided to you. You must have:

1. A valid e-mail address on file with us;
2. A computer, mobile device, tablet or similar device with Internet access and current browser software and computer software that is capable of receiving, accessing, displaying, and either printing or storing electronic Disclosures received from us; and
3. Sufficient storage space to view, download and save electronic Disclosures (whether presented within online banking, in e-mails or .PDF) or the ability to print electronic Disclosures.

You are responsible for the installation, maintenance, and operation of your computer or electronic device. We are not responsible for any errors or failures from any malfunction of your computer or electronic device, for any virus, other problems or changes that may be associated with the use of your computer or electronic device, including, for example, the cost of your Internet service provider.

By accepting the terms of this Agreement, you are also confirming that you have the hardware and software described above, that you are able to receive and review Disclosures delivered electronically, and that you have an active e-mail account. You are also confirming that you are authorized to, and do, consent on behalf of all the parties to your account(s).