

Five Star Bank E-Sign Consent Agreement

Please read this E-Sign Consent Agreement (“Agreement”) carefully. It contains pertinent information in how we will deliver the Documents, defined below, to you now and in the future. We suggest that you print, download or otherwise retain a copy of this Agreement for your records.

In this Agreement:

- “We,” “us,” “our” and “FSB” means Five Star Bank and its affiliates and third-party providers.
- “You” and “your” means the individual giving their Consent to this Agreement and each applicant, account owner, authorized signer, user and anyone else with access to apply for use or otherwise access your account(s), product(s) or service(s) you have with FSB. If there is more than one owner, then these words mean each account owner separately, and all account owners jointly.
- “Document(s)” means each disclosure, notice, agreement, communication, statement, tax forms and other tax related documents or other information that we are required or do provide to you “in writing” or that you sign or agree to our request, in connection with your relationship with us.
- “Consent” means your agreement to the terms and conditions of this Agreement including the ability and consent to receive the Documents electronically from FSB, rather than in paper form, and to use electronic signatures in our relationship with you.
- “Digital Banking” shall have the same meaning as provided in FSB’s Digital Banking Agreement.

1. Scope of Documents

Your Consent indicates that all Documents may be provided by FSB to you, now or in the future, electronically by email, text message or by any other means in which FSB makes such Documents accessible to you and which may be provided to you within FSB’s Digital Banking, on your mobile device through our app, sending it to you via secure message within FSB’s Digital Banking, or to the email address we have on file for you. Your Consent may terminate the delivery of paper Documents to you and allows FSB to use and obtain your electronic signature on any Documents, unless and until withdrawal of this Consent has been received, as described below.

This Consent does not require that FSB provide you with all or any Documents electronically. FSB reserves our right to continue to provide any Document on paper if we so choose.

2. Paper Delivery of Documents

After receiving your Consent, we are not obligated to provide you with a paper copy of any of the Documents. However, you may request a paper copy of any electronic Documents by calling our Call Center at (877) 226-5578 or sending a secure message within FSB’s Digital Banking. You may also print a copy of any Document that we may send to you as a paper copy. Please note that by requesting a paper copy of any electronic Documents does not in and of itself constitute a withdrawal of your Consent. If you wish to withdraw your Consent, please refer to the Section 3 below. Copies of requested disclosures and agreements will be mailed at no charge.

3. Withdrawal of E-Sign Consent

To withdraw your Consent to receive the Documents electronically you may do so by writing us at Five Star Bank, 220 Liberty Street, P.O. Box 227, Warsaw, NY 14569, or sending us a secure message within FSB's Digital Banking. If you do withdraw your Consent, please note that we will terminate your FSB Digital Banking access and you will no longer receive any documents, including statements, electronically. By withdrawing your Consent, you may be charged a fee for paper statements as noted in any account specific disclosures you received at account opening.

4. Hardware and Software Requirements

To access and retain the Documents electronically, you need the following:

- A computer or other device (e.g. smartphone, tablet, etc.) that will allow: 1) access to the internet and/or the ability to download any mobile app that we make available for certain devices. The internet connection should have a minimum of 1 Mbps download speed; 2) an operating system of either Microsoft Windows 10 or Mac OS X 10.10 or later versions; 3) a mobile device that runs on an Android 5.x or later, or iOS 12.x or later; 4) a web browser that we support, such as Google Chrome or Safari; and 5) The most recent version of Adobe Reader available for desktop and mobile devices;
- Access to a valid email address that will allow messages to be sent and received;
- The ability to print the Documents, if you wish to retain a paper copy or electronic storage that has capacity to store the Documents;
- The most recent version of Adobe Reader available for desktop and mobile devices (available for download at <http://www.adobe.com>). Click here to view a sample [PDF](#).

If FSB's hardware or software requirements change and this change would create a material risk that you would not be able to access or retain the Documents, we will give you notice of these revised requirements. Continuing use of FSB Digital Banking after receiving notice of the change is the reaffirmation of your Consent to this Agreement.

5. Updating Your Records

It is your sole responsibility to provide and update FSB with current and accurate e-mail address, mobile telephone number, and other information relating to this Consent and pertaining to your relationship with FSB. You must notify FSB if there is a change to your e-mail address and other information by updating the respective information within FSB's Digital Banking by going to the Address Change tab within the Settings menu, sending us a secure message within FSB's Digital Banking or calling us at (877) 226-5578.

6. Multiple Owners or Authorized Signers

For accounts with multiple owners or authorized signers, each individual owner or authorized signer must indicate their Consent to this Agreement in order to be allowed to have FSB Digital Banking access. If any owner withdraws their E-Sign Consent, we will terminate their access to FSB Digital Banking Services. All other owners or authorized signers that have consented to this Agreement will continue to have access to FSB Digital Banking. Only one owner or authorized signer's Consent is necessary in order to allow FSB to provide Documents to that owner electronically. You agree that Documents sent electronically to the email address of the account owner who has provided Consent to this Agreement will constitute delivery to all account owners.

7. Termination

We may at any time terminate or discontinue providing you with Documents electronically, or change the terms and conditions provided in this Agreement regarding how we provide you with these Documents electronically. As required by law, we will provide you with any notice of a termination or change.

8. Acceptance and Consent

By consenting to this Agreement, you are agreeing to the following statements below:

- You have read, understand and agree to be bound by the terms in this Agreement;
- You Consent to receive Documents electronically according to this Agreement;
- You have the hardware and software requirements specified in this Consent and are able to download, review and retain the Documents; and
- You are authorized and are providing your Consent on behalf of all other persons or authorized users on your account, product, or service for you to receive Documents electronically.