

Electronic Communications and Records Consent Policy

Please review this document carefully and print a copy for your records.

This "Agreement to Receive Disclosures and Documents by Electronic Delivery and Consent to Electronic Signatures and Electronic Records" (the "Agreement") applies to all required documents for the banking services you are pursuing online with American National Bank of Texas. In this Agreement, the term "Documents" means every communication involved in the banking relationship you are pursuing online with us. The term Documents includes, but is not limited to all applications, disclosures, signature cards, account agreements, fee schedules, loan documents, other legally binding documents, annual notices, privacy policies, and any and all other information which is in any way related to your account, loan, or other business with us. The terms "you" and "your" refer to the person(s) who is pursuing the banking services with us. The terms "we," "our," "us," and "Bank" mean American National Bank of Texas. To apply for banking services online, you must accept this Agreement.

By accepting this Agreement, you are consenting to accept electronic delivery of all required Documents for the services you are applying for, and your consent is effective until withdrawn by you. The Documents will be provided to you online, via email, short message service ("SMS") text messaging, or other electronic means of communication for any purpose within the limits of the Bank's Privacy Policy. The Bank's Privacy Policy is available for your review at <u>www.anbtx.com</u>. You agree to save and keep for your records this Agreement and all Documents we provide or make available to you. Electronic delivery and acceptance of the Documents means that the Bank will not provide them to you in tangible form unless requested by you at a later date.

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

American National Bank of Texas P.O. Box 40 Terrell, TX 75160 Attn: Bank Employee Support Team 1-800-837-6584 Email: Access the **Contact Us** link on <u>www.anbtx.com</u>.

You may have to pay a fee for the paper copy under the then-existing terms and conditions and fee schedules for your account, loan or other banking product. If we determine that an e-mail message or other electronic communication to you regarding any Documents is undeliverable, we may, at our discretion, choose to mail such Documents to you.

You may withdraw consent for electronic delivery of Documents at any time and at no cost to you by contacting us at the address, telephone number, or e-mail address above. Withdrawing consent will not affect the legal effectiveness, validity, or enforceability of Documents that were made available to you prior to the implementation of your withdrawal. Your withdrawal of consent for electronic delivery of Documents will be effective after we have a reasonable opportunity to act on the withdrawal.

Minimum Hardware and Software Requirements

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 Documents provided to you. You must have:

1. A valid email address on file with us;



2. A computer, mobile device, tablet or similar device with Internet access, current browser software and computer software (including a current version of Adobe Acrobat Reader) that is capable of receiving, accessing, displaying, and either printing or storing electronic Documents received from us; and

3. Sufficient storage space to view, download and save electronic Documents (whether presented within online banking, in emails or .PDF) or the ability to print electronic Documents.

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 or reliability 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 Documents delivered electronically, and that you have an active email account.

Electronic Signatures

For purposes of negotiating and finalizing any Documents presented to you electronically to obtain a banking product with us, your signature to such Document transmitted by way of a facsimile machine, electronic scan of a physical signature, electronic mail, or other electronic transmission, or your electronic signature through a Bank-accepted third-party signature platform (such as DocuSign) (as the term "electronic signature" is defined under the Uniform Electronic Transactions Act of the State of Texas ("Texas UETA") and the federal Electronic Signatures in Global and National Commerce Act ("E-SIGN Act") shall be considered an original signature.

Electronic Records

You understand and agree that (1) our document retention policy may involve the creation of an electronic record by the electronic imaging of this Agreement or any Documents provided to you electronically, including legal documents you sign electronically, and (2) any Documents stored in accordance with our document retention policy shall satisfy Section 322.012(a) of the Texas UETA and Section 7001(d) of the federal E-SIGN Act. You waive and agree not to assert any claim, argument, defense, or right you may have to claim that the imaged copies of the Agreement and Documents are not originals. At your request, and at your expense, we agree to provide to you, at your option, either (A) an electronic set of this Agreement and electronically provided Documents in electronic media, or by email or other electronic transmission, or (B) a paper copy of this Agreement and electronically provided Documents.

Please notify us if your email address or any other contact information changes by calling 800-837-6584.