



## **ELECTRONIC DISCLOSURE CONSENT AND AGREEMENT**

1. **Welcome!** Welcome to the CrossFirst Bank ("Bank") Online Electronic Bank Statement and Disclosure Delivery Service. Our goal is to provide you with an easy and convenient way to receive your periodic bank statements and other disclosures.

2. **Your Consent.** For the Bank to begin providing your periodic statements and other disclosures to you electronically, we need your consent. Please review the information below prior to giving your consent. By agreeing to have your periodic statements and other disclosures sent electronically, you also agree to notify the Bank immediately by telephone or in writing of any change in your email address or any errors or complications relating to your electronic receipt or access of your periodic statements and other disclosures.

**\*Your rights/options to receive a disclosure in paper form** - If you elect to receive your periodic statements and notices through electronic delivery, the Bank will no longer send you your statements and notices through the mail. If you want to receive your statements or notices electronically and in paper form through the mail, you will need to contact the Bank.

**\*Whether your consent applies only to a particular transaction or to categories of transactions** – Your consent, which will be given by agreeing to this Consent and Agreement electronically, will authorize the Bank to forward to you electronically your periodic statements, notices, and any other disclosures that the Bank might send to you such as Truth in Lending disclosures, Truth in Savings disclosures or other required disclosures relating to your accounts.

**\*The right to withdraw consent to have records provided electronically, including any consequences or fees associated with doing so** – To discontinue this electronic delivery service, you can do so by submitting a written request to the Bank. It will take up to 5 days for the Bank to implement your request, and after such time you will no longer receive your statements or notices electronically. We will charge no fees for discontinuing the service.

**\*How the consumer may obtain a paper copy of the record upon request** – You may obtain a paper copy of a particular statement or notice by submitting a written request to the Bank. As part of providing banking services to you, we are required by law to provide specific information to you "in writing," which means you have a right to receive that information on paper. Therefore, you may request a paper copy of any electronic document at any time by calling our Online Support at (844) 261-2548. We may charge you a research fee for any paper copies that you request. Those fees are listed in the "Schedule of Fees" provided when you opened your account.

**\*Hardware and software requirements for access and retention of the electronic information** – The hardware and software requirements to enable you to receive and retain your periodic statements and notices electronically are discussed below in **Our Requirements**.

3. **Our Requirements.** The same terms apply with respect to electronically delivered statements and notices as for those delivered in paper form, and the deposit agreements, loan agreements, and disclosures that you have previously entered into with or received from the Bank remain in effect.

You must use an Internet browser that supports 128-bit encryption in order to be able to receive and view your statement effectively. Both the Microsoft Internet Explorer® browser and the Netscape Navigator® browser versions 4.0 or higher will enable you to receive and use our service. If you do not have at least a 4.0 version of one of the referenced browsers, you can go to the web site of either Microsoft or Netscape and download the appropriate version of the browser you need. You will need Adobe Acrobat Reader 3.0 or greater in order to view your statement. This product is available for free at Adobe.com.

4. **Privacy.** Our privacy policy (that has been previously provided to you) will apply to this service and the policy is incorporated into and made a part of this Consent and Agreement. As discussed in paragraph 6 below, you must have a unique user name and password to access your statements or notices. You will determine your user name and password. The statement and notice notification will be sent to an email address provided by you. This email address will be used in accordance with the Bank's privacy statement to deliver your periodic statements and notices to you. It will not be sold or otherwise provided to third parties.

5. **Service Availability.** The Bank may change, suspend or eliminate all or any aspect of this delivery service upon notice to you.

6. **Security.** Access your periodic statements and notices by using your internet banking user ID and password. To protect the security of your banking information, you must not disclose or share your password with any third party. You will be notified via e-mail when your statement or notice is ready for access. Your statement or notice will not be forwarded to you via e-mail.

7. **NO WARRANTY FOR CONTINUOUS OR UNINTERRUPTED SERVICE.** BECAUSE OF THE UNPREDICTABILITY OF THE INTERNET, WE DO NOT GUARANTEE CONTINUOUS OR UNINTERRUPTED ACCESS TO YOUR BANK STATEMENTS OR NOTICES THROUGH THE INTERNET. HOWEVER, SHOULD YOU BE UNABLE TO ACCESS YOUR STATEMENTS OR NOTICES, YOU CAN CALL THE BANK AT 913-327-1212 AND THE BANK WILL TAKE OTHER MEASURES TO PROVIDE COPIES OF YOUR STATEMENTS OR NOTICES TO YOU.

8. **LIMIT OF LIABILITY.** YOU AGREE THAT IN NO EVENT WILL WE OR OUR SUPPLIERS (OR ANY OF OUR OR OUR SUPPLIER'S SHAREHOLDERS, MEMBERS, OFFICERS, DIRECTORS OR EMPLOYEES) BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OUR SERVICE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY THAT SUCH DAMAGE WILL OCCUR. FURTHER YOU AGREE THAT NEITHER WE NOR OUR SUPPLIERS (OR ANY OF OUR OR OUR SUPPLIER'S SHAREHOLDERS, MEMBERS, OFFICERS, DIRECTORS OR EMPLOYEES) WILL BE LIABLE FOR ANY TECHNICAL, HARDWARE OR SOFTWARE FAILURE OF ANY KIND, ANY INTERRUPTION IN THE AVAILABILITY OF OUR SERVICE, ANY DELAY IN OPERATION OR TRANSMISSION, ANY INCOMPLETE OR GARBLED TRANSMISSION, COMPUTER VIRUS, LOSS OF DATA, OR OTHER SIMILAR LOSS.

TO THE EXTENT WE MAY HAVE BREACHED ANY TERM OF THIS CONSENT AND AGREEMENT, YOU AGREE THAT YOUR SOLE REMEDY IS TO DISCONTINUE USE OF THIS SERVICE. YOU FURTHER AGREE THAT OUR LIABILITY TO YOU IN ANY CASE (WHETHER IN CONTRACT OR TORT) WILL NOT EXCEED AMOUNTS PAID TO US WITHIN THE LAST 90 DAYS (IF ANY) FOR THIS SERVICE.

9. **Notices.** If you want to send us a notice in relation to this Consent and Agreement, you must send it by e-mail to [onlinesupport@crossfirstbank.com](mailto:onlinesupport@crossfirstbank.com), or by regular mail to CrossFirst Bank, 4707 W. 135<sup>th</sup> Street, Leawood, Kansas 66224 . We may notify you by sending notice to your e-mail address or by mailing your notice by U.S. mail return receipt requested to our most current mailing address that we have for you. You agree that any notices sent by e-mail will be deemed delivered and received 48 hours after being sent. You agree that any notices sent by U.S. mail as provided in this paragraph will be deemed delivered and received three days after the date of mailing.

10. **Arbitration.** You agree that at any claim or controversy relating to this Consent and Agreement will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. You agree that any claim or controversy you may have will be arbitrated on an individual basis and will not be consolidated in any arbitration with any claim or controversy of any other party. You agree that the arbitration will be conducted in the city in which the Bank's main office is located and that judgment on the arbitration award may be enforced by any court having proper jurisdiction.

11. **Governing Law.** You agree that this Consent and Agreement is governed by the laws of the State of Kansas, excluding any application of conflicts of laws rules or principles. You agree that the sole jurisdiction and venue for any litigation arising from your use of our service shall be an appropriate federal or state court located in the city in which the Bank's main office is located.