



## **ESIGN CONSENT TO USE ELECTRONIC RECORDS AND SIGNATURES**

You have indicated you wish to receive and sign the documents relating to your accounts with us electronically. We are required by law to give you certain information “in writing” – which means you are entitled to receive it on paper. We need your consent in order to provide you this information electronically instead. We also need your general consent to use electronic records and signatures in our relationship with you.

In this Consent, the words "we," "us," and "our" means MidFirst Bank and its affiliates, subsidiaries, or divisions, as well as any service provider, agent, independent contractor, designee, or assignee that MidFirst Bank may, in its sole and absolute discretion, involve or utilize in the provision of electronic records or the facilitation of electronic signatures. The words "you" and "your" means the person giving consent. “Communications” means each disclosure, notice, agreement, undertaking, fee schedule, periodic statement, record, document, or other information we provide to you or that you sign or submit or agree to at our request.

**1. Your Consent.** You agree that any of the Communications we provide to you, or that you sign or agree to at our request, may be in electronic form. We may also use electronic signatures and obtain them from you on any Communication.

All Communications that we provide to you in electronic form will be delivered either (1) via e-mail or (2) by your accessing a website that we will designate in an e-mail, text message or other electronic notice we send to you at the time the information is available. We will establish security procedures you will have to follow to access the website.

We may always, in our sole discretion, provide you with any Communications on paper, even if you have authorized electronic delivery. Sometimes the law, or our agreement with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we tell you how to deliver the notice to us electronically.

**2. How to Withdraw Consent.** You may withdraw your consent to receive Communications electronically at any time by calling us at **1.888.643.3477** or through Personal Online Banking. Withdrawing your consent may delay certain transactions with us. In addition, if we offer a discount now or in the future for conducting business electronically, a withdrawal of consent could result in the removal of any such discount. We may charge fees for paper periodic statements as disclosed in the Fee Schedule for your account. A withdrawal of your consent to receive electronic Communications will be effective only after we have had a reasonable period of time to process your withdrawal.

**3. How to Update Your Contact Information.** It is your responsibility to provide us with an

accurate and complete e-mail address and other contact information, and to maintain and update promptly any changes in this information. You can update your contact information by visiting [midfirst.com](http://midfirst.com) and logging into your online banking profile. Once you're logged in, select the Customer Service tab, then Manage Contact Information, and you'll be able to update any necessary information. If you have any questions please contact us at [CustomerCare@midfirst.com](mailto:CustomerCare@midfirst.com) or you can contact us at 1.888.643.3477, option 0. Personal bankers are available Monday through Friday, 7 a.m. to 9 p.m.; Saturday, 8 a.m. to 6 p.m.; and Sunday, noon to 4 p.m. Central time.

**4. Hardware and Software Requirements.** To receive electronic Communications, you must have access to:

- a Current Version (defined below) of Microsoft Edge, Chrome, Safari or Firefox,
- a connection to the Internet,
- a Current Version of a program that accurately reads and displays PDF files, and
- a computer and an operating system capable of supporting all of the above.

You will also need a printer if you wish to print out and retain records on paper, and electronic storage if you wish to retain records in electronic form.

You must also have an active email address.

By "Current Version," we mean a version of the software that is currently being supported by its publisher. From time to time, we may offer services or features that require that your Internet browser be configured in a particular way, such as permitting the use of JavaScript or cookies. If we detect that your Internet browser is not properly configured, we will provide you with a notice and advice on how to update your configuration. We reserve the right to discontinue support of a Current Version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use with Online Banking.

If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain electronic Communications, we will give you notice of the revised hardware or software requirements. Continuing to use this service after receiving notice of the change is reaffirmation of your consent.

**5. Requesting Paper Copies.** We will not send you a paper copy of electronic Communications from us, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of any Communication we provide to you electronically by printing it yourself or by requesting that we mail you a paper copy. Requests for paper copies must be made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, contact us by telephone at **1.888.643.3477**. We may charge a fee, as shown in our Fee Schedule, for paper copies of documents we send to you electronically.

**6. Electronic Statements.** Electronic statements will be available through Personal Online

Banking via our Internet Banking site, [midfirst.com](http://midfirst.com), within two (2) business days of your statement cycle date and for forty-eight (48) months following each statement cycle. We will notify you via email shortly after your statement date to remind you of this service.

**7. Retaining copies.** We encourage you to print or download for your records a copy of all electronic Communications, as well as this ESIGN Consent disclosure and any other document that is important to you.

**8. Termination/Changes.** We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

**9. Additional Provisions for Tax Documents.** The Communications we provide to you electronically include certain informational tax statements, which may include, but are not limited to, Forms 1098, 1098-E, 1098-MA, 1098-T, 1099-A, B, C, CAP, DIV, G, H, INT, K, LTC, MISC, OID, PATR, Q, R, S, SA, 3921, 3922, 5498, 5498-ESA, and 5498-SA and Schedule K-1 ("Tax Documents"). Each of the following applies to the electronic delivery of Tax Documents:

- You are not required to receive Tax Documents electronically. If you do not set your preference to receive Tax Documents electronically, a paper copy will be provided.
- Your election to receive Tax Documents electronically applies to any Tax Document which we are legally permitted to provide to you now or at any time in the future until such time that you withdraw your consent.
- You may receive a paper copy of any Tax Document by requesting a paper copy of such Tax Document through the procedures set forth in the section titled "Requesting Paper Copies" above. You may withdraw your consent at any time through the procedures set forth in the section titled "How to Withdraw Consent" above. You may also change your preferences regarding electronic delivery of Tax Documents from time to time without withdrawing your consent. Withdrawal of consent to electronic delivery of Tax Documents will not affect Tax Documents previously provided electronically; such Tax Documents may continue to be provided online for the applicable posting period. If you withdraw your consent, we will provide confirmation of that withdrawal and the date it takes effect electronically in writing. The electronic delivery of Tax Document may be terminated at any time by us. Further, we may make certain Tax Documents available electronically only for a limited time. Currently, most Tax Documents are made available on January 31 or February 15, as applicable, of the relevant year, and will be available until at least October 15 of the same year. If we terminate electronic delivery of Tax Documents, or if you withdraw your consent or close your account, we will mail or otherwise provide Tax Documents to you as required by applicable law.
- If you need to update any information relevant to electronic delivery of Tax Documents,

you may request that such information be updated through the procedures set forth in the section titled "How to Update Your Contact Information" above.

- A description of the hardware and software required to access, print and retain Tax Documents are set forth in the section titled "Hardware and Software Requirements" above.

**By consenting to this Agreement , you are agreeing that we may provide you with electronic Communications, and you are also confirming that you have the hardware and software described above, that you are able to receive and review electronic records, and that you have an active email account and the ability to access and view PDF files. You are also confirming that you are authorized to, and do, consent on behalf of all of your co-applicants and co-owners of any product or service we provide to you.**