

## Electronic Disclosure and Consent

Thank you for choosing Pacific Crest Savings Bank (“Pacific Crest”) for your financial needs. In conjunction with the products and services we offer, we are required by law to give you certain information in writing – which means you are entitled to receive it on paper. We may provide it electronically instead, with your prior consent. This Electronic Disclosure and Consent (“Disclosure”) applies to all Communications for the Products and Services offered by Pacific Crest and accounts for which you maintain or desire to maintain with Pacific Crest. **PLEASE NOTE:** Consenting to receive Communications under this Disclosure will not automatically enroll you in Online Statements.

The words “we,” “us,” and “our” refer to Pacific Crest Savings Bank, with whom you have your Account, and the words “you” and “your” mean you, the individual(s) or entity identified on the Account(s). As used in the Disclosure, “Account” means the account you have with us. “Communication” means any disclosures, notices, customer agreements or amendments thereto, monthly billing or account statements, tax statements, responses to claims, transaction history, privacy policies and all other information related to the product, service or Account (e.g. loan or deposit), including but not limited to information that we are required by law to provide to you in writing.

### 1. Scope of Communications to Be Provided in Electronic Form

You agree that we may provide you with any Communications that we may choose to make available in electronic format, to the extent allowed by law, and that we may discontinue sending paper Communication to you, unless and until you withdraw your consent as described below. Your consent to receive electronic communications and transactions includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with the Account or the product or service available through Online Banking for your Account.
- Notices or disclosures about a change in the terms of your Account or associated payment feature and responses to claims.
- Privacy policies and notices.
- Monthly (or other periodic) billing or account statements for your Account(s) or such other Communications that we may include from time to time as part of the enrollment in the Online Statements program (“Online Statements”).
- If you have a deposit account, your consent to receive electronic communications does not automatically enroll you in Online Statements. You must complete a separate enrollment to stop receiving by U.S. Mail paper account statements (and any other types of Communications we may include in Online Statements).

## **2. Method of Providing Communications to You in Electronic Form**

All Communications that we provide to you in electronic form will be provided via (1) email, (2) Online or Mobile Banking, (3) by access to a web site that we will designate in an e-mail notice we send to you at the time the information is available, (4) to the extent permissible by law, by access to a web site that we will generally designate in advance for such purpose, or (5) by requesting you download a PDF file containing the Communication.

## **3. Hardware and Software Requirements**

In order to access, view, and retain electronic Communications that we make available to you, you must have:

- A personal computer or other device which is capable of receiving e-mail, opening attachments, and accessing the internet. To print or download communications you must have a printer connected to your device or sufficient hard-drive or other storage space to store the Electronic Records.
- A connection to the Internet and current e-mail account with software capable of accepting and retaining Electronic Records.
- Internet web browser that is capable of supporting 128-bit SSL encryption. It is recommended that you use the latest version available of your chosen internet browser. Older versions may not provide the security enhancements that are generally included in newer versions.
- You must have software which permits you to receive and access Portable Document Format or "PDF" files, such as Adobe Acrobat Reader®. You can download the latest version at: <http://www.adobe.com>.

## **4. How to Withdraw Consent**

You may withdraw your consent to receive Communications in electronic form by calling us at either 800-335-4126 (toll free) or 425-670-9600, by Secure Messaging in Online or Mobile Banking, by email at [clientservices@paccrest.com](mailto:clientservices@paccrest.com), or by contacting us at 3500 188<sup>th</sup> St. S.W. Suite 575, Lynnwood, WA, 98037. At our option, we may treat your provision of an invalid e-mail address, or the subsequent malfunction of a previously valid e-mail address, as a withdrawal of your consent to receive electronic Communications. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications; however your access and use of Online and Mobile Banking may be terminated. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal.

## **5. How to Update Your Records**

It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to the Disclosure and your Account(s), and to maintain and update promptly any changes in this information. You can update information (such as your e-mail address) through Online Banking, by email at [clientservices@paccrest.com](mailto:clientservices@paccrest.com), by calling us at either 800-335-4126 (toll free) or 425-670-9600, or by contacting us at 3500 188<sup>th</sup> St. S.W. Suite 575, Lynnwood, WA, 98037.

## **6. Communications in Writing**

All communications in either electronic or paper format from Pacific Crest to you will be considered “in writing.”

## **7. Changes**

Pacific Crest reserves the right, in our sole discretion, to discontinue the provision of Electronic Records, or to terminate or change the terms and conditions on which we provide Electronic Records. Pacific Crest will provide you with notice of any such termination or change as required by law.

### **Consent**

Please [click here](#) to confirm you have read and accepted the terms of this Disclosure and to provide your contact information.



Revised 9/2022