



Online Agreement and Consent Regarding Electronic Communications

Please read this Online Agreement and Consent Regarding Electronic Communications (referred to as the “Online Agreement”) and retain a copy for your future reference. In this Online Agreement, the following terms have the meanings shown below:

- The words "we," "us," and "our" refer to Nexity Bank.
- The words "you" and "your" refer to each individual who is identified on our records as the owner or an authorized signatory on an Account.
- The term “Account” refers to any checking, savings, money market or other deposit account at Nexity Bank
- The term "Communication" includes any and all periodic statements, notices, agreements, acknowledgements and other information related to any or all of your Accounts, including but not limited to disclosures that we are required by law to provide to you in writing.

By clicking “I Agree” below, you agree to the terms of this Online Agreement.

CONSENT FOR ELECTRONIC COMMUNICATIONS

You authorize us, at our discretion, to provide any and all Communications regarding each of your Accounts to you electronically. For any Communication regarding an Account that we provide to you electronically, we have no obligation to provide you or any other owner or authorized signatory on that Account with a paper copy of that Communication unless and until consent for electronic Communications is withdrawn as described below.

The Communications that we may provide to you electronically include but are not limited to:

- All legal and regulatory disclosures related to an Account.
- Periodic statements for an Account.
- Notices or disclosures about a change in the terms of: any Account; the agreement governing any Account; the fees or charges applicable to an Account; any ATM card, debit card or other device used to access an Account; or any feature or other service available through Nexity’s Online Banking access.
- Privacy policies and notices

HOW ELECTRONIC COMMUNICATIONS WILL BE PROVIDED

All Communications that we provide to you electronically will be provided either (1) by e-mail, (2) by access to a web site that we will designate in an e-mail notice we send to you at the time the information becomes available, or (3) to the extent permissible by law, by access to a web site that we will generally designate in advance for such purpose.

HOW TO WITHDRAW YOUR CONSENT

You may withdraw your consent to receive Communications electronically by providing written notice to us. You may email this notice to us at customerservice@nexitybank.com, fax this notice to us at 205-298-6536, or mail this notice to us at Nexity Bank, P.O. Box 43600, Birmingham, AL 35243-3600. At our option, we may treat your provision of an invalid email address or the subsequent malfunction of a previously valid 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. 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.

HOW TO UPDATE YOUR CONTACT INFORMATION FOR ELECTRONIC DISCLOSURES

It is your responsibility to provide us with your true, accurate and complete e-mail address, home address and telephone number, and to maintain and update promptly any changes in this information. You can update such information (such as your e-mail address) by logging into your Account online or sending a written notice to us at Nexity Bank, P.O. Box 43600,

Birmingham, AL 35243-3600. For your protection, we will not accept any change of email address notice provided by email or telephone.

HARDWARE, SOFTWARE AND COMPUTER REQUIREMENTS

In order to receive electronic Communications, our recommended technical requirements are:

- 486 MHz processor
- 256 MB RAM
- 200 MB Free Disk Space
- Windows Vista, Windows XP, Mac OS X 10.3 or higher
- An email account through an Internet Service Provider (ISP) that allows e-mail attachments up to 1 MB
- Microsoft® Internet Explorer 7.0 or higher, Firefox 2.0 or higher, Opera 8.0 or higher, Safari 2.0 or higher, Camino 1.5.3 or higher
- Adobe Acrobat Reader 5.0 or greater

If you have any questions about these requirements, please call us at 877-738-6391.

HOW TO REQUEST PAPER COPIES

You may obtain a paper copy of any electronic Communication by printing it yourself or by sending us a written request for a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. You may email your written request to us at customerservice@nexitybank.com, fax the request to us at 205-298-6536, or mail the request to us at Nexity Bank, P.O. Box 43600, Birmingham, AL 35243-3600. We reserve the right to charge a fee for any paper copy in accordance with the fee schedules in effect from time to time. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.

ALL COMMUNICATIONS IN WRITING

All Communications provided in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of each Communication provided to you electronically, including this Online Agreement.

FEDERAL LAW

You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

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.

By clicking "I Agree" below, I acknowledge that:

- **I have read and agree to the terms of the Online Agreement and Consent Regarding Electronic Communications and I have printed a copy of this agreement for my records;**
- **I have the computer, hardware and software that is needed to receive, access, display, and either print or retain the Communications described above; and**
- **I can access and retain the sample PDF file provided here. Therefore I will be able to access my electronic statement.**

I Agree

I Do Not Agree