

## **CONSENT TO RECEIVE COMMUNICATIONS ELECTRONICALLY**

**Please read this consent (“Consent”) completely.** This Consent covers electronic records, as specified below, for your loan accounts (“Account(s)”) at Community Commerce Bank (the “Bank”) that are accessible using the online banking service. The words “we,” “us,” “our” and other similar terms refer to the Bank, and the words “you,” “your” and other similar terms mean you, the individual(s) or entity identified on the Account(s).

If you do not to agree, you will not be eligible to enroll in online banking and you will not receive electronic periodic statements for your Account(s). You will continue to receive paper periodic statements, including disclosures and notices. Your decision to not agree on communications electronically, will not limit our ability to otherwise communicate with you electronically, to the extent not prohibited by applicable law.

### **Electronic Records**

By clicking the “I’ve reviewed and agree” button, you understand and agree to be bound by the terms and conditions of this Consent, and authorize the Bank to provide to you in electronic format, by electronic e-mail or website posting or through logged in website interaction, the following communications (collectively referred to herein as “Communications”) regarding your Accounts:

- This Consent;
- Online Banking Agreement and Disclosure (the “Agreement”). The Agreement contains the terms and conditions governing the online banking services offered by the Bank to you, including electronic loan payment transfers. It also contains information that the Bank is required to disclose under the Electronic Funds Transfer Act and it’s implementing Regulation E.
- Any change in terms or notices applicable to the Agreement. This includes notices that applicable laws and regulations require the Bank to provide to you, from time to time.
- Periodic statements for your Account(s), including all disclosures and notices provided with the same, including but not limited to those provided pursuant to the Truth in Lending Act, the Electronic Fund Transfer Act, the Equal Credit Opportunity Act, and the Fair Credit Reporting Act.
- Annual privacy notices provided pursuant to the Gramm-Leach-Bliley Act and applicable state law.
- Any notice regarding changes to this Consent, such as hardware or software changes that may impact your ability to access Communications, including any notice revoking or limiting access to our website to access a Communication or certain information previously provided to you.

## **Paper Copies**

You may obtain paper copies of any of the Communications the Bank provides to you electronically by sending your written request to: Community Commerce Bank, 398 W. Foothill Blvd., Claremont, CA 91711. If you request a paper-based copy, the Bank will provide the first copy to you free of Bank fees or charges. The Bank will mail paper-based copies of a Communication to you (at the address shown on the Bank's records) within 5 business days after the date the Bank receives your request. Although we do not currently impose a fee or other charge for paper copies of Communications, we reserve the right to impose a fee or charge in the future and to change such fee at any time.

## **Withdrawal of Consent**

If you wish to withdraw your consent, you may do so at any time. Once we have had a reasonable opportunity to respond to your consent withdrawal, we will terminate the delivery of future Communications to you in electronic form. To withdraw your consent, all you need to do is contact the Bank by phone (909)626-0750 or write: Community Commerce Bank, 398 W. Foothill Blvd., Claremont, CA 91711. Your withdrawal will not affect the previously delivered electronic Communications. We do not currently impose any fee or other charge if you choose not to consent or if you withdraw your consent. However, we reserve the right to impose a fee in the future and to change such fee at any time.

## **Hardware or Software Requirements**

In order for you to access and retain the Communications, you will need a computer with sufficient memory to store electronic records as well as a working connection to the Internet. We also recommend modern operating systems. For example, Microsoft doesn't support anything XP or prior, therefore, we cannot support the same. Microsoft Vista, 7, 8, etc. are all supported. You must use a browser that meets or exceeds the following requirements:

- 128-bit encryption
- You must have Cookies and Java Script enabled. (See information under Troubleshooting section to set the settings.)
- The following Web browser software applications are supported:
  - Internet Explorer: 9.0 or higher
  - Google Chrome: 23 or higher
  - Firefox: 4.0 or higher
  - Safari: 6.0 or higher

If the Bank changes the minimum hardware or software requirements needed to access or retain the Communications, and the change creates a material risk that you will not be able to access or

retain a subsequent record, then before the change takes effect the Bank will let you know about the change and the new requirements. The Bank will notify you by e-mail, and at that time you will be allowed to choose whether you still want to give the Bank your consent to receiving Communications by electronic means. If not, you will be allowed to withdraw your consent at that time.

### **How the Service Works**

Some Communications will be provided to you after you give your consent, by clicking “I’ve reviewed and agree” button. For continuing or future Communications, you may periodically receive an e-mail notification that an electronic record or notice is available for review and you will be directed to information posted at the Bank’s website. To view the Communications you may also be required to access the Bank’s website, open the secure connection for online access, and click on the necessary tabs (for example, when accessing electronic records that contain personally identifiable financial information). We reserve the right, from time to time, to deliver one or more Communications in paper form instead of electronic form by mailing a Communications to the last known mailing address on our records for you. In the event that we do so, we are in no way terminating this Consent and we may continue to provide Communications to you in electronic form.

### **Email Address**

In order to ensure that the Bank is able to provide you with Communications, important notices and other information from time to time, you must provide the Bank with your current e-mail address and update the Bank with any changes. You can update your e-mail address by logging on to your online account at [www.ccombank.com](http://www.ccombank.com). If you fail to update or change an incorrect e-mail address or other contact information, you understand and agree that any Communications shall nevertheless be deemed to have been provided to you if they were made available to you in electronic form on our website or e-mailed to the e-mail address we have for you in our records.

We reserve the right, in our sole discretion, to discontinue providing records in electronic form. We also reserve the right to change the terms and conditions of this disclosure and consent. If required by law, we will provide you with notice of any such termination or change, and request a new consent.

If you download or print any confidential materials, such as your transaction history, be sure that you store them in a secure environment, just as you would paper-based bank records.