

Spur Security Bank
Electronic Signature Policy Federal E-Sign Act Disclosure
and
Consent to Receive Electronic Records Agreement

Please review this Spur Security Bank E-Sign Disclosure and Consent Agreement (the “Agreement”) carefully and print or retain a copy for your records.

This Agreement applies to all communications related to your application for and/or ownership of a Spur Security Bank Account. Certain laws and regulations require us to provide certain information to you “in writing,” traditionally defined as being in paper form. With your consent, we may provide this information to you electronically and we may use electronic records and signatures in our relationship with you.

Definitions

“We,” “us”, “our,” and “Spur Security Bank” means, its affiliates, its successors, its assigns, and its third-party service providers.

“You” and “your” means the person giving this consent, and also anyone else with ownership of or access to your Spur Security Bank Account.

“Account” means but is not limited to Demand Deposit Accounts, Savings Accounts, Loans, Certificates of Deposit, debit card account or credit card accounts offered by Spur Security Bank, a state chartered bank, as well as each and every other account, product, or service we provide that you apply for, own, use, administer, or access, either now or in the future.

“Communications” means each disclosure, agreement, statement, notice, record, and other document we provide to you, or that you sign or submit or agree to at our request. Communications may include, for example:

- All legal and regulatory disclosures and communications associated with your Spur Security Bank Account(s), including e-statements or other periodic statements
- Change-in-terms related to your Spur Security Bank Account(s)
- Privacy policies and notices;
- Responses to claims filed in connection with your Spur Security Bank Account(s);
- Loan related documents;
- Notices regarding insufficient funds or negative balances; and
- All other communications between us and you concerning your Spur Security Bank Account(s) and any related transactions, products or services.

“Access Device” means any electronic device you use to access your Spur Security Bank Account and view electronic documents, either now or in the future. This includes but is not limited to a mobile device such as a tablet computer or a smartphone (such as an iPhone or Android), or a traditional computer such as a desktop or laptop.

Electronic Delivery of Communications and Use of Electronic Signatures

By consenting to this Agreement, you agree that we can send all Communications to you electronically by email, private message, by text message, or by sending you an electronic notification that the Communications are accessible via Spur Security Bank approved third party applications or websites. You agree that, whether or not you choose to view a Communication, a Communication provided electronically has the same meaning and effect as if provided in paper form. You agree that paper copies of Communications may not be mailed unless you specifically request a paper copy by following the directions below. You also agree that we may use electronic signatures and obtain them from you.

Your consent does not mean that we must provide Communications electronically, but instead that we may deliver some or all Communications electronically. You always have the right and option to request that any Communication also be provided in paper form, even after providing your consent to this agreement. Your consent will remain effective until expressly withdrawn by you, and you may withdraw your consent to receive electronic Communications and use electronic signatures at any time. Withdrawal of your consent will be effective only after we have a reasonable period of time to act upon your withdrawal. Please be aware that withdrawal of your consent may result in the termination of your ability to use certain Spur Security Bank Accounts.

Consenting to receive Communications under this Agreement will not automatically enroll you in electronic statements, notices or tax forms, you must separately complete the online document selection and delivery process.

Withdrawal of Consent

To withdraw your consent or to request a paper copy of a Communication, please contact us by email at SpurSecurityBank@Spur.Bank or by phone at 806-271-3301. For the avoidance of doubt, requesting a paper copy of any Communication, in and of itself, will not be treated as withdrawal of consent to this Agreement.

Valid Email Address/ How to Update Your Records

It is important that you maintain a valid, active, and current email address so that we may contact you regarding your Spur Security Bank Accounts. You agree to maintain such an email address and to promptly notify us of any changes to your email address. To change the email address we have on file for you, please contact us by email at SpurSecurityBank@Spur.Bank or by phone at 806-271-3301. Except to the extent otherwise required by applicable law, you agree that we have no obligation to resend, re-transmit, or otherwise deliver to you any Communication or Electronic Record thereof that we electronically have transmitted to the email address and that has returned “undeliverable” or otherwise rejected for delivery.

Hardware and Software Requirements

In order to access, view, and retain electronic Communications that we make available to you, you must meet certain minimum technology requirements. You can find these technology requirements at <https://helpx.adobe.com/sign/system-requirements.html>.

Communications in Writing

All Communications in either electronic or paper format from us to you will be considered “in writing”. You should print or download and maintain physical or electronic copies of the documents, including this Agreement, and any other Communication that is important to you.

Federal Law

You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction in interstate commerce that is subject to the [Federal Electronic Signatures in Global and affecting 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.

Consent and Agreement

By signing this eSign Agreement below, you are consenting to the use of electronic records and signatures in connection with your relationship with Spur Security Bank. You further certify that: (i) you have read and understand this agreement, (ii) you can print or electronically save this agreement for future reference, (iii) you consent to receive the required information described above by electronic means, (iv) you acknowledge that you are providing your consent to receive electronic Communications pursuant to the [Electronic Signatures in Global and National Commerce Act](#) and intend that this statute applies to the fullest extent possible, and (v) you have provided a working individual e-mail address.

Amendments and Modifications

We reserve the right, in our sole discretion, to discontinue the use of electronic communication or to terminate or change the terms and conditions on which you and we use and exchange electronic Communications as provided in this Consent (including changing the hardware and software requirements), or otherwise to amend this Consent. Your continued use after we provide notice of any change or amendment to the terms of this Consent constitutes your agreement to the change or amendment (and your confirmation that you continue to satisfy hardware and software requirements, as applicable). We also reserve the right to require you to re-accept any amended version of this Consent as a condition for the continued use of electronic Communications.