

## **E-Sign Disclosure and Consent Notice**

This E-Sign Disclosure and Consent Notice (this “**Notice**”) describes how Mezu (NA), Inc. dba Alviere and Community Federal Savings Bank, member FDIC (“**Alviere**”, “**CFSB**” or “**we**”) delivers Communications to you electronically. We may amend this notice at any time by posting a revised version that will be effective at the time we post it.

### **Electronic delivery of communications**

You agree and consent to receive electronic Communications that we provide in connection with your Account and your use of our services.

Such Communications may include, but may not be limited to:

- Terms and Conditions, such as agreements and policies that you agree to when requesting your account and periodically. Examples of such agreements and policies include, but are not limited to, the Agreement(s), this E-Sign Disclosure and Consent Notice, and any associated privacy notices, including any updates to these or any other governing agreements or policies;
- Periodic statements associated with your account as required by Applicable Law;
- Transaction disclosures and receipts as required by Applicable Law;
- Periodic disclosures and notices as required by Applicable Law; and
- Any other information we may need to provide you in relation to your Account or Transactions.

We will provide these Communications to you by emailing them to you at the email address you have provided us, or, if applicable, to the email address later updated by you with us at the address or email address below in the section entitled “How to withdraw your consent”.

### **Hardware and software requirements**

In order to access and retain electronic Communications, you may need one or a combination of the following computer or mobile device hardware and software components:

- A computer or smart mobile device with Internet or Data Services connection;
- A current web browser that includes 128-bit encryption with cookies enabled;
- Adobe Acrobat Reader version 8.0 and above to open documents in .pdf format;
- Microsoft Excel or a similar program to open files in csv, xlsx or similar format;
- A valid and accessible email address that you have provided us or will provide us; and
- Sufficient storage space to save past Communications or an installed printer to print them.

Alviere reserves the right to change the requirements set forth in this Notice at any time. We will notify you if the changes to the hardware or software needed to receive electronic Communications from us create a material risk in your ability to access subsequent records subject to your consent

and you have the right to withdraw your consent as indicated in the “How to withdraw your consent section below.

By giving your consent you are confirming that you have access to the necessary equipment and are able to receive, open, and print or download a copy of any Communications for your records. You may print or save a copy of these Communications for your records as they may not be accessible online at a later date.

Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add us to your email address book so that you will be able to properly receive the Communications we send to you via e-mail.

### **How to withdraw your consent**

You may withdraw your consent to receive Communications electronically by sending us written notice titled “Withdrawing E-Sign Consent” at 1040 S. Gaylord St, Denver, CO 80209 or by contacting our support team at [support@alviere.com](mailto:support@alviere.com).

If you fail to provide consent or if you withdraw your consent to receive Communications electronically, we reserve the right to either: (i) deny your request of an Account; or (ii) close your Account and return your remaining Account balance as set forth in the Agreements, in which case you will no longer be able to use your Account. Any withdrawal of your consent to receive Communications electronically will be effective only after we have a reasonable period of time to process your withdrawal. Please note that your withdrawal of consent to receive Communications electronically will not apply to Communications electronically provided by us to you before the withdrawal of your consent becomes effective.

### **Requesting paper copies of electronic Communications**

If, after you consent to receive Communications electronically, you would like a paper copy of a certain Communication we previously sent you, you may request a copy within 180 days of the date we provided the Communication to you by contacting us as described above. If available, we will send your paper copy to you by U.S. mail.

In order for us to send you paper copies, you must have your current street address linked to your Account. If you request paper copies, you understand and agree that we reserve the right to charge you fee for each paper copy communication.

Certain Communications, such as a Transaction disclosure that may have been provided to you through a mobile application on a smart mobile device or a web portal prior to a Transaction, may not be available in paper form.

### **Updating your contact information**

It is your responsibility to keep your hardware, software and/or primary email address and up to date in order to access Communications that we send you electronically. You understand and agree that if Alviere sends you electronic communications, but you do not receive them because your

information on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, Alviere will be deemed to have provided the Communication to you and will assume no liability for non-receipt of Communications.

If your email address becomes invalid such that electronic Communications sent to you by us are returned, we may deem your Account to be inactive, and you may not be able to initiate a Transaction using your Account until we receive a valid, working primary email address from you.

### **Definitions**

“**Account**” means the account and any governing agreements related to the Account (“**Agreements**”) provided to you together with this Notice.

“**Applicable Law**” means any Federal, State, Municipal or other local law, rule or regulation that applies to your Account or Transactions.

“**Communications**” means electronic communications sent to you by us in accordance with Applicable Law.

“**Transaction**” means any financial transaction initiated by you through your Account.