



Fidelity Bank (Fidelity) E-Sign Disclosure and Consent

This E-Sign Disclosure and Consent (“Disclosure”) applies to all Communications for those products and services offered or accessible through online banking and/or the loan application process that are not otherwise governed by the terms and conditions of an electronic disclosure and consent.

The words “we,” “us,” and “our” refer to the entity with whom you have your home loan application and/or account(s), and the words “you” and “your” mean you, the individual(s) or entity identified on the application(s) and/or account(s). As used in the Disclosure, “Application” means the loan application you have with us. As used in the Disclosure, “Account” means the account you have with us. “Communication” means information that we as the bank need to deliver to you the customer; such as but not limited to, bills, bank statements, and loan documents.

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 Application(s), Account(s), or product or service. As an example, Fidelity may choose to send by e-mail legally required disclosures for your Application(s), such as RESPA or TIL disclosures, or notification of changes to terms and conditions in relation to your Account(s).
- Privacy policies and
- The appraisal performed by the approved third-party
- Your Notice of Special Flood Hazard Areas and cover
- Notices or disclosures about a change in the terms if your Account(s) or associated payment features and responses to claims.
- 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 part of the enrollment in the e- Statements program.



2. Method of Providing Communications to You in Electronic Form

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

3. How to Withdraw Consent

You may withdraw your consent to receive Communications in electronic form by calling us at either (800) 220-2497 (toll-free) or (504) 569-3500, or by contacting us at any of our convenient locations. 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. The withdrawal of consent made by any owner of a jointly owned Account(s) shall be considered a withdrawal of consent by all joint owners. If your Account(s) requires you to receive e-statements in order to qualify for rewards or interest, the withdrawal of consent may disqualify you from receiving any rewards or interest on the Account(s). 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.

4. 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 providing Communication(s) on your Account(s) and/or Application(s), and to maintain and update promptly any changes in this information. You can update information (such as your e-mail address) by calling us at either (800) 220-2497 (toll-free) or (504) 569-3500, or by contacting us at any of our convenient locations.

Hardware and Software Requirements

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

- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit;
- An e-mail account with an Internet service provider and e-mail software in order to participate in our electronic Communications programs;



- A personal computer (for PCs: Pentium 120 Hhz or higher;? for Macintosh, Power Mac 9500, Power PC 604 processor 120-MHz Base or higher), operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing Communications received from us in electronic form via a plain text-formatted e-mail or by access to our web site using one of the browsers specified
- Adobe Reader version 8.0 or higher
- Windows 2000 or later version running either Internet Explorer version 6.0 or higher or Firefox version 3.0 or higher or Macintosh OSX 10.2 or higher running Safari web browser.

5. Requesting Paper Copies

We will not send you a paper copy of any Communication which is available electronically from Fidelity unless you request it, or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, call us at either (800) 220-2497 (toll-free) or (504) 569-3500, or by contacting us at any of our convenient locations. We may charge you a reasonable service charge, of which we have provided you prior notice, for the delivery of paper copies of any Communication provided to you electronically pursuant to this authorization. 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.

6. 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 for your records a copy of this Disclosure and any other Communication that is important to you.

7. 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.



8. 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.