

## Tennessee State Bank – E-SIGN and Electronic Signature Capture Disclosure and Consent (“Consent”)-Credit

We are required by law to give you certain information “in writing” when you apply for credit – which means you are entitled to receive it on paper. We may provide this information to you electronically, instead, with your prior consent. We also need your general consent to use electronic signatures in our transaction with you. This Consent allows us to provide you with electronic versions of important documents such as applications, disclosures, notices and agreements (collectively “documents”) associated with applying for credit or completing a credit transaction at Tennessee State Bank (“TSB”). Be advised, if you choose not to complete the credit process electronically, you may simply exit this session prior to accepting this Consent, there is no charge for this. If you still wish to apply for credit with TSB or complete a credit transaction already in process, there is no charge for this; you may visit any one of our branches to complete the process in person.

Please read this E-SIGN and Electronic Signature Capture Disclosure and Consent (“Consent”) carefully and keep a copy for your records. It contains important information. Some of the following disclosures are required by the federal Electronic Signatures in Global and National Commerce Act (“E-SIGN”).

This Consent is delivered to you electronically prior to your receipt of documents associated with a credit application, as required, or credit transaction being presented to you for you to review, accept and sign. You acknowledge by agreeing to this Consent, that it is for the transaction that is presented to you for review and signature subsequent to your acceptance of the Consent.

In this disclosure:

“Tennessee State Bank,” “we”, “us”, “TSB” and “our” are used to refer to Tennessee State Bank.

“You” and “your” refer to the person giving this Consent, and also each additional account owner, authorized signer, authorized representative, product owner and/or service user identified on any TSB Product or Electronic Services that you apply for, use or access.

“Credit” or “credit transaction” refers to any type of credit product offered by TSB, including but not limited to, consumer loans, commercial loans and credit cards.

“Electronic Signature” refers to any means implying consent or agreement including: clicking an acknowledgement box or I Accept button; providing your full signature and initials made by your finger, a stylus, a mouse or any other method on any Access Device; providing your full signature and initials made by typing your full name from any Access Device when applying for Tennessee State Bank credit or competing the credit transaction process.

“Electronic Services” means each and every product and service we offer that you apply for, use, administer or access using the Internet, a website, email, messaging services (including text messaging) and/or software applications (including applications for mobile or handheld devices), either now or in the future.

“Access Device” means any electronic device you use to access your account and view electronic documents. This includes, but is not limited to: a traditional computer such as a desktop or laptop computer; or a mobile device such as a tablet computer or a smartphone. If you are working on a public computer, you should not engage in completing an application or the credit transaction process for credit with TSB.

The words “include” or “including”, when used at the beginning of a list of one or more items, indicates that the list contains examples – the list is not exclusive or exhaustive, and the items in the list are only illustrations. They are not the only possible items that could appear in the list.

### **Scope of this Agreement**

This Agreement applies to all disclosures, notices, agreements, and documents (collectively “documents”) related to applying for credit and providing you with either credit or a notice of why credit could not be issued to you permitted to be delivered by TSB to you under the law. This Consent will remain effective until expressly withdrawn by you. Your consent does not mean that we must provide documents electronically

but instead that we may deliver some or all of those documents electronically. We may also use Electronic Signatures and obtain them from you as part of our transactions with you. Examples of electronic records covered by your consent include: the Consent and any amendments, credit application, credit program disclosures, privacy policy, USA Patriot Act notice, credit score notices, credit account agreement and disclosure, adverse action notices, and any other disclosures and notices we are legally required to provide to you in our discretion.

Sometimes the law or our agreement with you requires you to give us a written notice. You must still provide these notices to us on paper, unless we specifically tell you how you may deliver that notice to us electronically.

### **Electronic Delivery of Documents**

Electronic documents will be delivered to you within the credit transaction process in a .pdf document. You must download and open the electronic documents to proceed with your application or transaction and you are strongly encouraged to save or print the documentation for future reference. We will deliver documents to you timely and in accordance with any applicable timeframes in law or regulation. However, we shall incur no liability if we are unable to deliver your documents because of circumstances beyond our control such as, but not limited to fire, flood, interruptions in communications, interference from an outside force, legal restriction or delays, war, and other Acts of God.

We will also not be liable for your failure to act on notification of availability of documents and to respond timely if response is required.

### **Duty to Review Documents Delivered Electronically**

Documents delivered to you electronically may require you to take action including prompt review and response in certain circumstances. You agree to review and if necessary respond to any documents presented in accordance with the instructions received. If errors are noted in the documents provided, please notify us at 865-429-7837 for loans or 865-429-2273 for credit cards immediately.

### **Requesting Paper Copies of Documents Presented Electronically**

You agree and understand that paper versions of electronically presented documents may not be mailed unless you specifically request it. To request a paper copy of any disclosure, notice, or other document, contact us at 865-429-7837 for loans or 865-429-2273 for credit cards. Copies of disclosures, notices, agreements and other documents will be mailed at no charge. You may withdraw your consent, however, withdrawal of consent may result in the termination of your application and require that you complete your application for a TSB credit transaction in writing and deliver it in person or by mail to a TSB branch. Withdrawal of consent during the credit transaction process will require you to complete the transaction in person at a TSB branch.

### **System Requirements – Hardware and Software you will need.**

By consenting to this agreement, you confirm that your Access Device meets the minimum specifications and requirements necessary to view and retain your electronic documents. Tennessee State Bank utilizes Adobe® Sign to facilitate its electronic signature capture and ESIGN delivery of various documents. System hardware and software requirements are listed at <https://helpx.adobe.com/sign/system-requirements.html>. You must ensure the device you intend to use is compliant with hardware and software requirements in order to complete your requested process. (Note: If you click the link for hardware and software requirements (System Requirements), be sure to come back to this page to finish reading this ESIGN Consent.)

### **To access your electronic documents on a mobile device, you will need:**

- A mobile device with any of an operating system listed in the link provided above.
- A data plan provided by your wireless carrier and an up-to-date mobile internet browser that is compatible with, and supported by, your operating system.
- You will be required to view .pdf files on your mobile device, you will need software that accurately reads and displays .pdf files (such as the mobile version of Adobe® Acrobat Reader®).
- A printer and/or storage device if you wish to print or retain any electronic documents.

**To access your electronic documents on a traditional computer, you will need:**

- A computer with any of the following operating systems listed in the link provided above.
- An internet connection and an up-to-date internet browser that is compatible with, and supported by, your operating system (e.g., Microsoft® Internet Explorer, Mozilla™ Firefox, Google Chrome™, or Safari®).
- Software that accurately reads and displays .pdf files (such as Adobe® Acrobat Reader®).
- A printer and/or storage device to print or retain any electronic documents, retaining copies for your records is strongly recommended.

You should check the systems-requirements link (<https://helpx.adobe.com/sign/system-requirements.html>) occasionally for updates. We reserve the right to discontinue support of a current version of software if, in our sole opinion it suffers from a security flaw or other flaw that makes it unsuitable for use.

**Changes to System Requirements**

You should check the systems-requirements link (<https://helpx.adobe.com/sign/system-requirements.html>) to see if our hardware or software requirements change and whether that change creates a material risk that you would not be able to access or retain your electronic documents. Continuing the application or credit transaction process after a change is reaffirmation of your agreement to this Consent. If you wish to withdraw your consent at any time, you may do so by exiting this session prior to accepting this Consent. Additionally, if you choose to withdraw your consent after reviewing changes to system requirements, during the application or credit transaction process, notify us at 865-429-7837 for loans or 865-429-2273 for credit cards, there is no charge for this. If you still wish to apply for credit with TSB or complete a credit transaction already in process, there is no charge for this, you may visit any one of our branches to complete the process in person.

**Maintaining a Valid Email Address**

It is important that you maintain a valid email address so that we may contact you regarding your application or credit transaction. You agree to maintain a valid email address and promptly notify us of any changes to your email address. You may update your email address by coming into any office to update the information or making changes to your contact information via online access you may have. You may also telephone us at: 865-429-7837 for loans or 865-429-2273 for credit cards and speak to a customer service representative.

**Withdrawal of Your Consent; Consequences of withdrawing consent; How to give notice of withdrawal of consent.**

You may withdraw your consent to this Agreement at any time.

To withdraw your consent prior to completing your application or the credit transaction, simply exit this session prior to accepting this Agreement.

To withdraw your consent after you have already submitted your request, you must call us at 865-429-7837 for loans or 865-429-2273 for credit cards.

**If you withdraw your consent to this Agreement:**

- If you still wish to apply for credit with TSB or complete a credit transaction already in process, you may visit any one of our branches to complete the process in person.
- If you do not wish to complete an application for credit, exiting the session is adequate for withdrawal of consent.

**Multiple Access Devices**

Your acceptance of this Consent on one Access Device constitutes your acceptance on all Access Devices you use. For example, if you view and accept this Consent on a mobile device, the terms of this Consent will apply to electronic documents accessed on a traditional computer (or vice versa).

Additionally, by viewing and accepting this agreement on any Access Device, you are reasonably demonstrating your ability to access and view electronic documents in the format that the services are provided on that Access Device and all subsequent Access Devices. If you change Access Devices (or use multiple Access Devices), it is your responsibility to ensure that the new Access Device meets the applicable system requirements and that you are still able to access and view electronic documents on the subsequent Access Device. If you begin your TSB credit application or the credit transaction process on one Access Device and continue your TSB credit application or the credit transaction process on another Access Device, your continued use is your reaffirmation of this Consent.

**Electronic Signature Capture** is a process by which your handwritten signature with your finger or stylus, signature with a mouse, or typed name as your signature is digitally captured or recorded through an Access Device. Your digital signature will be applied to documents associated with applying for and obtaining credit online with Tennessee State Bank. You will need to ensure your Access Device is capable of allowing you to render your signature or initials when required.

You acknowledge and agree that all documents associated with completion of your requested transaction will be presented electronically for your review and electronic signature. The signature you make on the Access Device is captured and applied to the various documents you must sign to complete your requested transaction. You will affirm, electronically, the placement of the signature at various locations where a signature is needed prior to it being placed. The signature(s) made through this process is legally binding in the same way as it would be if you were using a pen to sign paper documents. You agree that your electronic signature will be enforceable as and to the full extent of a hand-written signature as an original for enforcement/enforceability of the documents containing the electronic signature(s), whether in court (state or federal), arbitration or otherwise. You will not raise any defenses or invoke regulatory or statutory claims attempting to invalidate the enforceability of the documents to which the electronic signature is affixed because of the electronic signature.

You acknowledge and agree that all information provided by you to complete the transaction is true and correct and that your electronic signature attests to this fact. You further acknowledge and agree that your electronic signature signifies your agreement to all the terms and conditions, promise(s) to pay, pledge(s) of collateral, documents, agreements, attachments, addendums including without limitation, all credit related documents connected to the transaction. You acknowledge and agree that it is your choice to use your electronic signature to enter into a binding agreement(s) with TSB. TSB consents to accept such signatures as true, correct and binding signatures of any signer and to enter into the transaction in reliance thereon.

#### **Acceptance**

**You will be asked to acknowledge your acceptance of the Consent before you are able to continue with your application or the credit transaction process. In doing so, you are confirming that you meet the system requirements described above, that you have demonstrated your ability to receive, retain, and view electronic documents on your Access Device, and that you have an active and valid email address. You also acknowledge and agree that you have read, understood and agree to the provisions included and request and authorize us to use your electronic signature in connection with the transaction which you undertake with TSB.**

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