pibank

E-SIGN CONSENT AGREEMENT

This E-Sign Consent Agreement ("Agreement") is entered into between Pibank, a division of Intercredit Bank, N.A. ("Bank", "we", "us" or "our"), and the customer(s) ("Customer(s) or "you") with respect to all Savings Accounts ("Accounts") maintained by you. The parties to this Agreement are sometimes referred to as "Parties" or individually as "Party".

The Parties agree as follows:

1. Applicability. This Agreement applies to all disclosures, agreements, statements, notices and other documents related to an Account (collectively, **"Documents"**).

2. Definitions. In addition to capitalized terms defined above and elsewhere in this Agreement, the following terms have the specified meaning:

(a) **"Current Version".** means a version of the software we support and that is currently being supported by its publisher or the applicable platform (e.g., Apple's iOS).

(b) **"Discretion"** (lower case) means sole and absolute discretion.

(c) **"Notice Address"** for the Bank means 396 Alhambra Circle, Suite 250, Coral Gables, FL 33134.

(d) **"Pibank Mobile App"** means the Pibank Mobile Application accessible via download from the Apple Store or Google Play and any insights and other financial education information and materials available therein, and any related or successor app(s) thereto.

(e) **"Service"** means the App together with the Site.

(f) **"Site"** means the Bank's website currently at www.pibank.com.

(g) **"Your Device"** means a computer or electronic device and an operating system capable of supporting all of the requirements specified in Section 5 below.

3. Electronic Delivery of Documents.

(a) We will provide all Documents to you electronically, including all disclosures required by law and other information about your legal rights and duties. The methods of delivery include email, access to the Site or link we provide in an email notice sent to you or to an App or Site that we designate in advance for such purpose.

(b) Your electronic signature on any Document has the same effect as if you signed it and delivered it in paper form.

(c) Your computer or electronic device must (i) meet the specifications and requirements listed below and (ii) permit you to access and retain the Documents electronically.

(d) Documents provided electronically have the same effect as if we provided them in paper format.

(e) When we send you an email or other electronic notification that a Document is available electronically, and we make it available online, the Document will have the same effect as if we provided the Document to you in paper format, whether or not you choose to view it.

(f) You confirm that you (i) have the hardware and software specified in Section 5 below and (ii) are able to receive and review electronic records and have an active email account.

(g) We reserve the right, in our discretion, to communicate with you by mail.

4. Email Address. You shall keep your email or other electronic address current with us and promptly notify us of any change in address. You may change your email address on record by logging onto the Pibank Mobile App. We may provide you with separate instructions to update your email address. If we send an email to your email address on record and the message is returned undeliverable, we will be deemed to have provided the electronic communication to you.

5. Hardware and Software You Will Need.

(a) To use the Service and view Documents, you will need the following:

(i) A Current Version of an Internet browser we support or a Current Version of the App;

(ii) A connection to the Internet; and

(iii) A Current Version of a program that accurately reads and displays PDF files (which may be either a browser that supports native PDF rendering or a program such as Adobe Acrobat Reader).

(b) We support the Current Version and for a period of time (at least three months), and the version immediately prior to the Current Version, of Firefox, Google Chrome, Microsoft Edge, Safari, iOS and Android.

(c) We reserve the right to discontinue support of a Current Version of software for any reason, including our position that it suffers from a security or other flaw that makes it unsuitable for use with the Service.

(d) If you make unauthorized modifications to Your Device, such as by disabling hardware or software controls (for example, through a process sometimes referred to as "jailbreaking") or use a virtual private network, Your Device may no longer be eligible to access or use the Service and we reserve the right to deny or limit your access to the Service and to assert any other remedies available to us under these the terms of this Agreement.

6. Miscellaneous Terms.

(a) **Governing Law**. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida, excluding its principles involving choice of law.

(b) **Amendments**. We may amend this Agreement from time to time and will make the amendment available by email or other authorized method (e.g., posting on our Internet page with notice to you or through the Pibank Mobile App). Unless otherwise provided, amendments will become effective 30 calendar days later. No amendment will be valid unless we initiate the amendment in accordance with this Section 6(b).

(c) **Binding Effect; Restriction on Assignability**. This Agreement shall be binding on you, your heirs, legal representatives, successors and permitted assigns. Your rights and obligations under this Agreement are not assignable without our prior written consent, which may be granted or withheld in our discretion, and any purported assignment without our consent shall be null and void.

(d) **Headings**. Headings are for convenience of the reader and do not form a part of this Agreement.

(e) **Enforcement of Rights**. No delay or omission on the part of you or us in enforcing rights or remedies shall waive such rights or remedies.

(f) **Severability**. If a court deems any provision of this Agreement unenforceable, such ruling shall not affect the remaining provisions of this Agreement. If performance of any of the duties under this Agreement would result in violation of applicable law, this Agreement shall be deemed amended to the extent necessary to comply therewith.

(g) **Waivers**. All waivers of provisions of this Agreement shall be in writing and signed by the Party providing the waiver and will be limited to the specific matters that are the subject of the waiver. A waiver will not affect either Party's right to enforce rights and remedies with respect to provisions not waived.

(h) **Entire Agreement**. This Agreement is the entire agreement of the Parties concerning its subject matter and supersedes all prior understandings as to the subject matter.

(i) **Third-Party Beneficiaries**. There are no intended third-party beneficiaries of this Agreement.

(j) **Prevailing Party Attorneys' Fees, Costs and Expenses**. In any action to enforce or that otherwise concerns this Agreement, the prevailing Party shall be entitled to recover attorneys' fees, costs and expenses from the losing Party, including those incurred during trial court, mediation, arbitration, appellate, bankruptcy and proceedings to determine the amount of fees, costs and expenses.

(k) **Survival.** All provisions of this Agreement that contemplate survival of the termination of this Agreement shall survive.

(l) **JURY WAIVER**. IN ANY ACTION TO ENFORCE OR THAT OTHERWISE CONCERNS THIS AGREEMENT, THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL.