



# Monet Bank

## MONET BANK ELECTRONIC RECORD AND SIGNATURE AGREEMENT AND DISCLOSURE

From time to time during the course of our relationship with you, Monet Bank ("we," "our," "us," or "Bank") may be required by law to give you certain information "in writing", which means you are entitled to receive it on paper. We may, however, provide some of this information to you electronically, instead, with your prior consent as well as collect your electronic (rather than "manual" or "wet") signature, and store your records electronically. Described below are the terms and conditions for providing such communications, agreements, notices, disclosures, authorizations, acknowledgements, and other documents ("Disclosures") to you electronically. "You" and "your" mean you, the individual(s) or entity identified on any account, product, or service you open with the Bank.

Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Agreement and Disclosure ("Agreement"). By clicking "Continue," you represent and warrant:

- (i) you have read, understood, and agree to the terms of this Agreement;
- (ii) you consent to receive Disclosures electronically, have your records electronically stored, and use electronic signatures with us (as the Bank may permit from time to time);
- (iii) your devices you will use to access the Disclosures electronically will meet the requirements set forth herein; and
- (iv) you agree to the terms of this Agreement. We recommend you print, download, or save a copy of this Agreement, the applicable service or account Disclosures and agreements, and all other communications related to your accounts, services, or products.

By accepting this Agreement, you are authorizing but not requiring the Bank to exclusively provide electronic delivery of all required Disclosures, and your authorization is effective until withdrawn by you. We may provide these Disclosures to you by posting them on the Monet Bank website(s), a personal computer or mobile banking device, by emailing them to you at the e-mail address you have provided to us, or through other electronic means. Consenting to accept delivery electronically means that once the Bank presents Disclosures to you, and if necessary, you click to accept them, the Disclosures will apply to you and all of your account(s), products, and services at or with the Bank, including those accounts, products, or services that you apply for, use, administer, or access, now or in the future, electronically through the Bank's online services, internet, email, website, messaging services, and/or software applications for computer, mobile, or other devices. Even after your authorization for the Bank to provide electronic delivery of Disclosures, the Bank may elect to provide such Disclosures by mail in addition to or in lieu of the electronic delivery of Disclosures.

### **General**

Following is a list of some, but not necessarily all, of the Disclosures you may get electronically at our option:

1. account opening documents, including the Terms and Conditions of your account;
2. disclosures or notices related to Truth in Savings, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, or other applicable, city, state, and federal laws and regulation;
3. electronic fund transfers disclosures, error resolution notices, receipts, annual notices, and other disclosures or notices related to the Electronic Fund Transfer Act;
4. funds availability disclosures;
5. our privacy policy disclosure and annual notices, including, but not limited to the Gramm Leach Bliley Act;
6. schedules of fees applicable to your account;



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7. notices regarding maturity of your certificate of deposit;
8. certain tax reporting statements or notices (such as Internal Revenue Service annual interest statements or other end of year tax statements and notices);
9. any notice or disclosure regarding an account product or service fee, such as a late fee, an overdraft fee, an overlimit fee, a fee for a draft, check or electronic debt returned for any reason, such as insufficient funds fee or a fee as a result of a stop payment order;
10. any notice of the addition of new terms and conditions or the deletion or amendment of existing terms and conditions applicable to the accounts, products or services you obtain from us;
11. communications related to this Agreement;
12. periodic account statements and other periodic or special notices; and
13. any other notice or disclosure that we are required or choose to provide.

For avoidance of doubt, your authorization herein means that we can provide you with periodic statements of your account and special notices electronically.

After you consent to this Agreement, you may still be able to set your preferences to receive certain categories of Disclosure in (1) both electronic and paper form; (2) electronic format only; or (3) paper format only. These preferences may not be available for all accounts, products, services, or Disclosures. Please refer to the Bank's online services, website, or software application to review these preferences.

In certain circumstances some Disclosures may be provided by e-mail. You are responsible for providing us with a valid e-mail address to accept delivery of the Disclosure. At our option, we may also post the e-mailed Disclosure within our online service, website, or software application. You agree that delivery as detailed herein constitutes delivery of the Disclosure to you in a form that you can retain.

Disclosures will be deemed received by you within 24 hours of when such Disclosure is posted or sent to you. You agree that if we send you a Disclosure, but you do not receive it because your e-mail address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive Disclosures, we will be deemed to have provided the Disclosure to you. If we determine that an e-mail message to you regarding any Disclosure is undeliverable, we may, at our discretion, choose to mail such Disclosure to you using U.S. Postal Service mail.

You understand that you have no expectation of privacy if you transfer any statement via e-mail to another person or entity using the internet. You further agree to release the Bank from any liability if the information is intercepted or viewed by unauthorized parties at your employer or any other email address you have provided. You agree that the Bank has no control as to the persons who have access to your personal computer, your email, and your passwords once they are in your possession. The Bank will not be liable for any unauthorized access to your personal computer or your passwords.

Applicable law or contracts sometime require you to give us "written" notices. You must still provide these notices to us on paper or as otherwise set forth in law or contract. Your consent here does not relate to those notices.

### ***Obtaining Additional Copies of Electronic Disclosures***

If we provide you with a Disclosure electronically, you be able to save, download, and/or print any Disclosure provide to you through our online services, e-mail, website, software application for computer mobile, or other devices. We recommend printing when you first review the Disclosure.

Additionally, if we provide you with a Disclosure electronically, you have the right to request that we provide you in non-electronic (paper) form any Disclosure. you can also request a paper copy of the Disclosure at any time by writing, calling, or sending us an e-mail at:



# Monet Bank

Monet Bank Corporate Headquarters  
6000 Legacy Drive  
Plano, TX 75024  
1-888-222-3902  
Info@Monet.Bank

You may have to pay a fee for the paper copy under the terms and conditions and/or fee schedules for your account(s). You may request a paper copy of any electronic Disclosure within ninety (90) days of receiving the Disclosure or such longer period of time as required by applicable law.

## ***Updating Contact Information***

To let us know of a change in your e-mail address where we should send Disclosures electronically to you, you must notify us immediately through one of the following means: 1) calling the contact information above, 2) sending an e-mail message to us at [info@Monet.Bank](mailto:info@Monet.Bank); or 3) updating within the Bank's online service, website, or software application for computer, mobile, or other device.

If you fail to update change an incorrect or invalid e-mail address or other contact information, you understand and agree that any Disclosure shall nevertheless be deemed to have been provided to you if they were made available to you in electronic form on our websites, e-mailed to the e-mail address we have for you in our records, or delivered through other electronic means.

THE BANK SHALL HAVE NO OBLIGATION OR LIABILITY TO ANY OF THE PARTIES TO A MULTIPLE-PARTY ACCOUNT IF THE EMAIL ADDRESS IS CHANGED USING THE PROCEDURES SET FORTH HEREIN OR BY THE BANK AS COMMUNICATED FROM TIME TO TIME.

## ***How to Revoke Consent***

You may withdraw consent for electronic delivery of Disclosures at any time and at no cost to you by contacting the Bank at the above address, telephone number, or e-mail address. If you elect to receive required Disclosures only in paper format, it may slow the speed at which we can deliver services to you because we will first need to send the required Disclosures to you in paper format, and then wait until we receive back your acknowledgment of your receipt of such paper Disclosures. Withdrawing consent will not affect the legal effectiveness, validity, or enforceability of Disclosures that were made available to you prior to the implementation of your withdrawal. Your withdrawal of consent for electronic delivery of Disclosures will be effective once accepted by us and we have a reasonable opportunity to act on the withdrawal.

## ***Federal Law; Amendment; Termination***

You acknowledge and agree that your consent to electronic Disclosures 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 ("E-SIGN Act") and the Uniform Electronic Transactions Act, as adopted in Texas, and as may be supplemented, modified or replaced from time to time ("UETA"), and that you and we both intend that the E-SIGN Act and UETA apply to the fullest extent possible to validate our ability to conduct business with you by electronic means. We reserve the right, in our sole discretion, to discontinue the provision of your Disclosures, or to terminate or change the terms and conditions on which we provide Disclosures. We will provide you with notice of any such termination or change as required by law.

## ***Minimum Hardware and Software Requirements***



# Monet Bank

You are responsible for maintaining all software and hardware necessary for receiving, accessing, viewing and maintaining record of all electronic Disclosures. By your acceptance of this Agreement, you represent that you will maintain all hardware and software necessary to receive, access, view and maintain (including, but not limited to saving and/or printing) any electronic Disclosure provided to you. You must have:

1. A valid e-mail address on file with us;
2. A computer, mobile device, tablet or similar device with Internet access and current browser software and computer software that is capable of receiving, accessing, displaying, and either printing or storing electronic Disclosures received from us; and
3. Sufficient storage space to view, download and save electronic Disclosures (whether presented within online banking, in e-mails or .PDF) or the ability to print electronic Disclosures.

You are responsible for the installation, maintenance, and operation of your computer or electronic device. We are not responsible for any errors or failures from any malfunction of your computer or electronic device, for any virus, other problems or changes that may be associated with the use of your computer or electronic device, including, for example, the cost of your Internet service provider.

By accepting the terms of this Agreement, you are also confirming that you have the hardware and software described above, that you are able to receive and review Disclosures delivered electronically, and that you have an active e-mail account. You are also confirming that you are authorized to, and do, consent on behalf of all the parties to your account(s).

Revised. February 2026