



## E-SIGN AND ELECTRONIC DISCLOSURES AGREEMENT

This E-Sign and Electronic Disclosures Agreement (this "Agreement") applies to all communications, documents, applications, forms, disclosures and electronic signatures related to the products, services and Accounts offered by Amerant Bank.

### 1. Definitions.

In this Agreement, the words "we," "us," "our," "Bank," and "Amerant Bank" mean Amerant Bank, N.A. The words "you," "your," "yours" mean you, the individual(s) or entity identified on the Account(s) or applicant(s), co-applicant(s) applying for services from Amerant Bank, and other individuals listed on any application or form, including beneficiaries, representatives, and authorized users, if applicable. The word "Account" means any one or more Accounts held at Amerant Bank. The term "Electronic Records" means monthly billing or Online Statements, tax statements, disclosures, notices, responses to claims, transaction history, transaction related disclosures, communication and notices, Transfer-Related Disclosures and Communications, any customer agreements or amendments thereto, privacy policies and all other information relating to an Account, product or service, including but not limited to information that we are required by law to provide to you in writing, that is made available to you in accordance with the provisions of this Agreement. The term "Online Statements" means periodic bank statements provided by the Bank through the Online Banking Services or by email. The word "Online Banking Services" means Amerant Online Banking<sup>SM</sup>, Amerant TreasuryConnect<sup>SM</sup> and the applications for portable devices Amerant Mobile<sup>SM</sup> and Mobile Check Deposit. The term "Transfer-Related Disclosures and Communications" means disclosures, notices, and other communications associated with funds transfers or related to your funds transfer agreement with the Bank.

### 2. Electronic Disclosures and Communications.

#### 2.1 Scope of your Consent.

Accepting this Agreement provides your consent for electronic delivery and receipt of all Electronic Records and any other communications associated with transaction-related activities on your Account. If accepting this agreement via the Online Banking Services, your acceptance indicates your desire to discontinue paper statements on those Accounts currently configured within the Online Banking Services. Without your consent to this Agreement, we will not accept requests for international funds transfers ("Remittance Transfers Requests") via Online Banking Services, facsimile transmission or by electronic mail. If you do not consent to receive Electronic Records by electronic mail, the requests for Remittance Transfers Requests must be made in person at any one of the Bank's branches. This consent will apply to all items that can be communicated via electronic means by the Bank. However not all communications, documents, disclosures and notices will be communicated via electronic means and these will therefore be provided via paper methods as required by law. Please read the rest of this document before accepting it.

You understand that by clicking the "I Accept" button below or consenting to this Agreement by any other mean, you are agreeing that instead of receiving paper statements, notices, disclosures and applications each month (or other period), the Electronic Records will be available to view in the Online Banking Services and/or via email. You may access your Online Statements by logging into the Online Banking Services using your User ID and Password in your computer and/or mobile devices and selecting the appropriate menu options. We will maintain online access to each Electronic Record for a period of ninety (90) days from the date on which the Electronic Record is available in the Online Banking Services. Your consent to receive Electronic Records instead of paper statements and notices includes, but is not limited to:

- Periodic disclosures or billing statements for your Account(s) or such other communications we may include from time to time as part of the enrollment in the Online Banking Services;
- Posting on the Bank's website of the notices and disclosures about the terms and agreements applicable to the services and the Accounts, including any amendment thereto;
- Transfer-Related Disclosures and Communications, whether the transfers have been requested via Online Banking Services, facsimile transmission or by electronic mail;
- All legal and regulatory disclosures and communications associated with the Account(s) or additional products and/or services available from the Bank; and
- Privacy policies and notices.

#### 2.2 How to Withdraw Your Consent.

You may withdraw your consent to receiving Electronic Records at any time. To withdraw your consent you must mail or deliver your written notice to any one of our branch locations or to the address shown below. Use of the "Contact Us" email links on the website shall not constitute written notice to Amerant Bank for purposes of any legal requirement of written notice. We will not impose any fee to process the withdrawal of your consent to receive Electronic Records; however, your access and use of the Online Banking Services may be terminated. Upon withdrawal of your consent to receive Electronic Records, you will receive subsequent Account statements and any other disclosure and communication from the Bank in paper form via postal mail service, subject to fees, if any, as set forth in our Miscellaneous Service Fees. Any withdrawal of your consent to receive Electronic Records will be effective only after we have a reasonable period of time to process your withdrawal. It may take us as long as 45 days from our receipt of your written notice to complete your request. Altering your preferences with regards to the delivery of paper and/or electronic versions of your Account statements may be altered via the appropriate option within our Online Banking Services.

Mailing Address:

Amerant Bank, N.A.  
Attn: Electronic Banking  
10500 Marks Way  
Miramar, FL 33025

### **2.3 Duty to Review Online Statements, Notices and Transaction Activity.**

Your Online Statements will be available for viewing on the date they are generated (the "Statement Date"). You must promptly access/review your Online Statements any accompanying items, and any notices and communications and notify us in writing within the applicable time period specified in your Account(s) agreement(s), of any errors, unauthorized transactions, or other irregularity. Any applicable time periods disclosed to you in your applicable Account disclosures shall begin on the Statement Date regardless of when you access your Online Statements.

You also understand and acknowledge that you will be responsible to access your Account(s) through the Online Banking Services using your User ID and Password and review the transaction-related Electronic Records once you have received a notification by electronic mail from the Bank.

### **2.4 E-mail Address on Record for Accounts with Joint and/or Multiple Owners.**

You will be able to provide an e-mail address for each Account owner when registering for Electronic Records and during maintenance on the Accounts. Only one Account owner's authorization is required to enroll in Electronic Records receipt or in Online Statements; and notifications will be sent to this Account owner. For joint Accounts, any consent or withdrawal of consent to receive statements and notifications online by any Account holder or borrower will be effective for all Account holders or borrowers. Electronic Records or notifications sent to one joint Accounts owner or borrower shall be considered communicated to both or all owners or borrower.

### **3. Paper Copies of Disclosures and Communications.**

You may request paper copies of any Electronic Records by contacting us at:

(305) 629-1200; or at this address:

Amerant Bank, N.A.  
Attn: Operations Department  
10500 Marks Way  
Miramar, FL 33025

### **4. Hardware and Software Requirements.**

In order to access, view, and retain the Electronic Records, you must have access to a personal computer that meets the following minimum requirements: Internet web-browsing software such as Microsoft Internet Explorer 10, Mozilla Firefox 3.5, Safari 3.0, Google Chrome or Opera current; or if accessing your Accounts through our mobile applications, Apple iOS 7 or later or Android OS2.4 or later; Adobe Acrobat Reader 4.0 or later, or other software that enables you to view files in the Portable Document Format (PDF); and at least 30 megabytes of available hard disk space.

We recommend that you also have a printer connected to the computer from which you are accessing the Electronic Records so that you may print and save the information you receive electronically.

You understand that you are responsible for the proper installation, maintenance, and operation of your computer and peripherals, operating system, web and email software.

You are also responsible for all aspects of your email account and Internet connection service.

Amerant Bank is not responsible for any errors or failures of your computer or its software.

### **5. Amendment and Cancellation Rights.**

Amerant Bank reserves the right to amend, add, or delete any term and condition detailed in this Agreement at any time. Generally, any additions, deletions or other amendments will be posted on the Amerant Bank's website. To the extent and in the manner and timeframes required by law, the Amerant Bank will notify you in advance of any changes that affect your rights and obligations. By continuing to use the Bank services without withdrawing your consent in accordance with Section 2.2 of this Agreement after the change becomes effective, you will be accepting any change the Amerant Bank makes.

### **6. Security.**

You acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant the security of the Electronic Records, or any other such data transfers made pursuant to this Agreement.

### **7. Disclaimer of Warranty and Limitation of Liability.**

The Bank will not be responsible or liable for consequential or incidental damages arising from unauthorized access to Electronic Records that we email to you, damages arising from your inability to access Electronic Records, including computer, email or internet malfunctions, or any cost associated with updating, modifying, or terminating your software or hardware. Because of the unpredictability of the Internet, we do not guarantee continuous or uninterrupted use of the Online Banking Services; however, should you be unable to access your Electronic Records, you can contact us as indicated above and we will provide you with a paper version

of your records. Without limiting the generality of the preceding sentence, you agree that neither Amerant Bank nor any of our officers, directors, employees, agents, or contractors shall be liable for any indirect, incidental, special, or consequential damages of any kind arising from this Agreement, the Online Banking Services (including any interruption in or failure of the Online Banking Services), or your access or use of Electronic Records.

#### **8. Additional Terms and Conditions.**

The terms and conditions set forth in the agreement(s) of your Account(s) continue to apply, notwithstanding anything to the contrary in this Agreement. This Agreement shall, with respect to each Account, be governed by and construed in accordance with all applicable federal laws, the laws of the state where the Account(s) is(are) maintained, and the rules and regulations of Amerant Bank. You understand that you must comply with these laws, regulations, and rules. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of or any other subsequent default or breach. This Agreement is binding upon your heirs and Amerant Bank's successors and assigns.

#### **9. Acceptance and Consent.**

To consent to the terms of this Agreement as described above, please read the following statement carefully before your acceptance:

*I have read, understand and agree to be bound by the terms and conditions described above and consent to receive Electronic Records according to the process described above.*

*I understand and agree that: (i) certain documents are not included in the Electronic Records process and will continue to be delivered to me via regular mail, and that in the future some or all of these documents may be made available for me to view online in accordance with this Agreement; (ii) my consent to view documents online does not automatically expire and is not limited as to duration; (iii) Amerant Bank may revoke my participation in the Online Banking Services and Electronic Records at any time at their discretion; (iv) Amerant Bank will not be liable for any loss, liability, cost, expense, or claim for acting upon this authorization or arising from my use of the product or services provided pursuant to this Agreement; (v) inserts that may be provided along with my Account(s) statements contain important information or disclosures concerning my Account(s) and I agree to review such inserts in a timely manner; and (vi) I understand, agree with, and consent to the above terms, acknowledge that I am accepting this Agreement voluntarily for the purpose, among other things, of being able to initiate Remittance Transfers via Online Banking Services, and agree that this Agreement is part of my Funds Transfer Agreement.*

Name: \_\_\_\_\_

Signature: \_\_\_\_\_