

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Fidelity Bank and Trust (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically. 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 Disclosure (ERSD), please confirm your agreement by selecting the check-box next to "I agree to the terms of use, have reviewed the Consumer Disclosure and agree to do business electronically" and then click the "Accept" button.

### **Scope of Consent**

Unless you tell us otherwise in accordance to specifications below, we will provide electronically to you through our electronic signature system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. You may at any time withdraw your consent by following the procedure below.

### **Right to Receive Paper Copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you during and immediately after using our electronic signature service using the PDF and Print icons. You may also receive a PDF copy of all agreements you sign using the electronic signature service through an email. The charge for receiving paper copies of any requested document is \$0.00 per page.

### **Right to Withdraw Your Consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must notify us of your decision to withdraw your consent and elect to receive future notices and disclosures in paper format is specified below.

### **Requesting Paper Copies, Withdrawing Consent, and Updating Contact Information**

You have the ability to download and print any document we send you through the electronic signature system. To request paper copies of documents, withdraw consent to conduct business electronically and receive documents, notices, or disclosures electronically or sign documents electronically please contact us by telephone, postal mail, or by sending an email to the following:

Fidelity Bank & Trust  
Attention: Compliance Department  
4250 Asbury Rd  
Dubuque, IA 52002  
800-403-8333  
[compliance@bankfidelity.com](mailto:compliance@bankfidelity.com)

Please use the following subjects in your emails:

**“Requesting Paper Copies”** Please provide your name, email, telephone number, postal address and document title.

**“Withdraw Consent”** Please provide your name, email, date, telephone number, postal address.

**“Update Contact Information”** Please provide your name, email, telephone number and postal address.

Any fees associated with sending paper copies or withdrawing consent have been disclosed above.

### **Required Hardware and Software**

The minimum system requirements for using our electronic signature system may change over time. If you are signing or receiving documents electronically, the current system requirements are found here: <https://helpx.adobe.com/sign/system-requirements.html>.

### **Legally Binding Signature**

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 communications. 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 communications 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 communications 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 or deposit related Communications 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 Fidelity Bank and Trust. Bank consents to accept such signatures as true, correct and binding signatures of any signer and to enter into the transaction in reliance thereon.