

## ORANGE BANK & TRUST COMPANY

### ELECTRONIC SERVICE AGREEMENT

**By clicking the "check box" and/or by digitally signing below, I/we consent to receiving the below disclosures related to this business credit application electronically and acknowledge that I/we have read and understand these disclosures.**

You may retain a copy of the disclosures by printing them or by saving them to a file on your personal computer. Printed copies of these disclosures may be obtained by calling your Orange Bank & Trust Loan Officer, calling 845-341-5000, or by email using the "Contact Us" link on our website [www.orangebanktrust.com](http://www.orangebanktrust.com).

#### **Electronic Disclosure and Consent Agreement**

Please read this Federal Electronic Signatures in Global and National Commerce Act ("E-Sign") Disclosure and Consent carefully and keep a copy for your records. By clicking the "I agree" check box and/or by digitally signing below you consent to the electronic delivery of the disclosures, agreements, change notices, terms and conditions, statements and any other documents related to the loan account(s) you applied for. You also agree that we do not need to provide you with additional paper (non-electronic) copies of the disclosures, agreements, change notices, terms and conditions and any other documents, unless specifically requested. Once you consent to the electronic disclosures, your request for paper copies may result in a fee. Please contact us for more information about the fee.

#### **Electronic Delivery of Disclosures and Notices**

In order to use the Online Application and to access, receive and retain the disclosures, agreements, change notices, terms and conditions, statements and any other documents, you must provide, at your own expense, an Internet connected device that is compatible with the Orange Bank & Trust Company Online Loan Application deployed at the time of access. Your device must meet the minimum requirements outlined below. You also confirm that your device will meet these specifications and requirements and will permit you to access and retain the disclosures, agreements, change notices, terms and conditions, statements and any other documents electronically each time you access and use online products.

Please click on the HTML links to review each of the disclosures prior to completing the account application. In order to retain, you may print the documents by selecting "Download". Select your printer and click OK or select SAVE to retain a copy on your PC. If you are working on a public computer, you should not engage in this online account application.

If you do not want to receive the disclosures, agreements, change notices, terms and conditions, statements and any other documents electronically, you should exit this area of our website. If you do not consent to receiving these documents electronically, you will not be able to apply for your business credit via our website.

#### **System Requirements to Access Information**

To receive an electronic copy of the disclosures, agreements, change notices, terms and conditions, statements and any other documents you must have the following equipment and software:

A personal computer or other device, which is capable of accessing the Internet. Your access to this page verifies that your system/device meets these requirements.

An Internet web browser, which is capable of supporting 128-bit or better encryption, like Microsoft Internet Explorer or Google Chrome. It is recommended to always use the latest version of your web browser. Your access to this page verifies that your browser and encryption software/device meets these requirements.

You must have software, which permits you to receive and access Portable Document Format or "PDF" files, such as Adobe Acrobat Reader. It is recommended to always use the latest software version. Your access to this page verifies that your system/device has the necessary software to permit you to receive and access PDF files.

## **Withdrawal of Electronic Acceptance of Disclosures and Notices**

You may withdraw your consent to receive disclosures, agreements, change notices, terms and conditions, statements and any other documents, in electronic form for any of your accounts by contacting us via email using the "Contact Us" link on our website [www.orangebanktrust.com](http://www.orangebanktrust.com) or by postal mail at 212 Dolson Avenue, Middletown, NY 10940. We may treat your provision of an invalid email address or the subsequent malfunction of a previously valid address or cancellation of participation in our online banking product as a withdrawal of your consent to receive electronic statements or documents. Any withdrawal of your consent to receive electronic statements will be effective only after we have a reasonable period of time to process your withdrawal.

## **Acknowledgments and Agreements:**

By clicking the "check box" and/or by digitally signing, I/we represent to Orange Bank & Trust Company that: (1) I/We are authorized to execute this credit request on behalf of the business named in this application; (2) The information provided in this application is true and correct. Any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I/we have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et seq. (3) All statements made in this application are made for the purpose of obtaining a business credit; (4) Orange Bank & Trust Company will retain the original and/or an electronic record of this application, whether or not the business credit is approved; (5) Orange Bank & Trust Company may continuously rely on the information contained in the application, and I/we are obligated to amend and/or supplement the information provided in this application if any of the material facts; (6) My transmission of this application as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original written signature.

## **Acknowledgment**

I/We acknowledge that Orange Bank & Trust Company may verify any information contained in this application or obtain any information or data relating to the business credit application, for any legitimate business purpose through any source, including a source named in this application or a consumer-reporting agency. Orange Bank & Trust Company may make inquiries to obtain business reports on the business entity named in this application.