

The Callaway Bank

New Account E-Sign Act Consent and Disclosure

New Account E-SIGN Act Consent and Disclosure

This New Account E-SIGN Act Consent and Disclosure provides important information required by the Electronic Signatures in Global and National Commerce Act (E-SIGN Act) and applies to your consent to and the electronic delivery of all communications and required agreements and disclosures relating to your application for a new account and related products and services with The Callaway Bank.

By selecting/checking the “I have read the above agreements and disclosures and agree to these terms” box and clicking on the “I Agree” button, you affirmatively consent to conduct business electronically with The Callaway Bank in connection with the opening of your new account(s) and your request for related products and services, and to receive this **New Account E-SIGN Act Consent and Disclosure** and the following “agreements and disclosures” electronically:

Document Name:

Privacy Notice – What Does The Callaway Bank do with Your Personal Information
Terms and Conditions of Your Account – Truth in Savings
Consumer Account Common Features / Other Fees
Substitute Check Policy Disclosure – Check 21
What You Need to Know about Overdrafts and Overdraft Fees
Courtesy Pay Information

This New Account E-SIGN Act Consent and Disclosure and the above listed agreements and disclosures can be printed and/or downloaded by you, and are available to you in paper hardcopy upon request. Please read these agreements and disclosures prior to continuing with your application.

Electronic Access - To receive an electronic copy of the disclosures, agreements, change notices, terms and conditions 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 and supporting 128-bit SSL encryption software. An Internet web browser which is capable of supporting 128-bit SSL encrypted communications, such as Microsoft Internet Explorer version 9.0 and above (available for downloading: <http://www.microsoft.com/windows/ie/downloads/default.asp>). Other Internet browsers may be used but not necessarily guaranteed support. If you are applying online your access to this page verifies that your browser encryption software and device meets these requirements and that you have access to the Internet.

- You must have software which permits you to receive and access Portable Document Format or "PDF" files, such as Adobe Acrobat Reader version 11.0 and above (available for downloading for free at <http://get.adobe.com/reader/>).

By affirmatively consenting, you confirm that you have access to the necessary hardware and software.

Applicability of Consent - Your electronic consent to conduct business electronically applies to establishing your relationship with The Callaway Bank and the opening of your new account(s), and your request for The Callaway Bank's products and services.

Email Address and Keeping Your Information Current - In order to communicate with you regarding your, account(s) and any related products and services you have requested, you must provide us with your valid e-mail address. It is your responsibility to promptly notify The Callaway Bank of any changes to your email address. You can update your email address with us by either calling our Customer Care Team at 800-456-2265, or updating your personal information email address via our internet Online Banking Service, or by submitting your change to us in writing via mail to the Customer Care Team, The Callaway Bank, PO Box 10, Fulton, MO 65251, or by visiting one of our branches.

Print and Download Agreements and Disclosures - Most information on and within our website is provided in either HTML and/or PDF format. To print or download agreements and disclosures and other documents you must have a printer connected to your computer or have sufficient hard-drive space (approximately 1 MB) on your computer to download, store and view the information. To print, click on the document HTML or PDF link, select Print, select your Printer, and click OK to print to your printer where the document can be printed on your own paper, or select Save or Save As to save and retain an electronic copy on your computer.

All Agreements and Disclosures Are “In Writing” - This and all agreements and disclosures delivered electronically or otherwise made available to you are considered “in writing” and are available to you in a form you may keep by either printing or downloading the documents, or by requesting a paper copy from us.

Withdrawing Consent – You have the right to withdraw your electronic consent to conduct business electronically with us by telephoning us at 800-456-2265, by notifying us electronically via secure message form at <https://www.callawaybank.com/contact>, by sending your instructions to us via U.S. mail to Customer Care Team, The Callaway Bank, PO Box 10, Fulton MO 65251 or by visiting one of our branches. If you withdraw your consent you may not be able to open additional accounts or request additional products and services online, or view or print/download this or the above listed agreements and disclosures through our website.

Governing Law - This New Account E-SIGN Act Consent and Disclosure is made in the state of Missouri and shall be governed by the laws of the State of Missouri, to the extent that Missouri law is not inconsistent with controlling Federal Law.

