

**eSTATEMENT SERVICE AGREEMENT**

This eSTATEMENT SERVICE AGREEMENT (“**eStatement Agreement**”) governs your election to enroll in the Service (defined below) for your accounts at Western Alliance Bank<sup>1</sup> (“**Bank**”) through either Personal Online Banking or Business Online Banking, as applicable (collectively, “**System**”). These terms and conditions are intended to supplement the Personal Online Banking Service Agreement or Treasury Management Services Agreement, as the case may be (collectively, “**System Service Agreement**”). Should these terms and conditions conflict with your System Service Agreement with respect to the subject matter hereof, these terms and conditions shall control.

Please read these terms and conditions carefully. It is recommended that you print and retain a paper copy of the most current version of this eStatement Agreement for your reference and records. By checking the box on the enrollment page and clicking “Submit”, you acknowledge that you have read and agree to be bound by these terms and conditions without limitation or qualification.

1. **Definitions.** Unless otherwise defined herein, all capitalized terms shall have the meaning set forth in the applicable System Service Agreement.
  - a. “**Account**” means any account or accounts held at Bank, whether held by a consumer or business and includes but is not limited to loan and deposit accounts including time, demand, savings, or negotiable order of withdrawal accounts, accessed through the System.
  - b. “**Communication**” means any customer agreements or amendments thereto, eStatements, authorization, disclosure, notice, alert or other information related to your Account, including but not limited to information that Bank is required by law to provide to its customers.
  - c. “**Disclosure**” means the Electronic Signatures in Global and National Commerce Act (“**E-SIGN**”) Disclosure.
  - d. “**eStatement(s)**” means electronic copies of periodic Account statements and other Account-related disclosures as required by applicable law, including but not limited to tax-related forms or documents and escrow statements, if applicable.
  - e. “**Receipt Date**” means the third calendar day following the date Bank first makes the applicable Communication available to you.
  - f. “**Service**” shall have the meaning prescribed in Section 2.
2. **Service.** You hereby request and authorize Bank to deliver Communications to you electronically via the System, in lieu of receiving paper copies, for the Accounts you designated online delivery during the enrollment process on the System (“**Service**”). You agree that eStatements satisfy any and all requirements for the Bank to send periodic written statements or notices for all Account(s) for which you selected “online” delivery method during the enrollment process.
3. **Access to eStatements.** Each statement cycle, when your eStatement is made available, Bank will send you an electronic alert to the primary email address you provided on the System. Bank does not guarantee the delivery of alert notices, and is not responsible for email delivery failures beyond its control, including without limitation, an incorrect or invalid email address, rejection by your spam filter, or malfunction of your Internet service provider, hardware or software. Any Communication will be deemed to be received by you on the Receipt Date, regardless of whether you sign into the System within that time frame. By choosing online delivery, you have elected to receive your eStatements through the System; therefore, no paper Communications will be mailed to you through the U.S. Postal Service. You may, however, request a paper statement of any Communication as outlined in the Disclosure.
4. **Active Enrollment.** You must maintain an active System profile in order to continue enrollment in eStatements. To remain active, you must maintain a valid user ID and password and access the System at least once every three hundred and sixty-five (365) days. If you fail to maintain an active System profile or a valid email address, your enrollment in eStatements will be discontinued and you will start receiving paper copies of Communications.
5. **Responsibility.** You must review your eStatements, Communications and any accompanying items and notify Bank in writing within the applicable time period specified in your Deposit Account Agreement and Disclosure of any error, unauthorized signature, missing signature, alteration or other irregularity. You remain solely responsible to review your eStatements for any errors, unauthorized signatures, missing signatures, alterations, or other irregularities within the

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<sup>1</sup> Any reference to Western Alliance Bank includes its divisions, Alliance Association Bank, Alliance Bank of Arizona, Bank of Nevada, Bridge Bank, First Independent Bank, and Torrey Pines Bank.  
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applicable time period. Any applicable time periods within which you must notify Bank of any errors on your eStatement shall start on the Receipt Date, regardless of when you access or open your eStatement.

6. Consent. You hereby agree and acknowledge that you have received and read the Disclosure (as attached hereto) and consent to the Service.

### E-SIGN DISCLOSURE

This Electronic Signatures in Global and National Commerce Act (“**E-SIGN**”) Disclosure (“**Disclosure**”) applies to all Communications for those products, services, and Accounts offered or accessible through the System that are not otherwise governed by the terms and conditions of an electronic disclosure and consent.

1. Scope of Communications to Be Provided in Electronic Form. When you select “online” as your statement delivery method for an account, you agree Bank may provide you with any Communications relating to that Account in electronic format, and that Bank may discontinue sending paper Communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic Communications and transactions includes, but is not limited to:
  - All legal and regulatory Communications associated with the Account or the product or service available through the System for your Account;
  - Notices or disclosures about a change in the terms of your Account or associated payment feature and responses to claims;
  - Privacy policies and notices; and
  - Monthly (or other periodic) billing or account statements for your account(s) or such other Communications Bank may include from time to time as part of the enrollment in the eStatement program.
2. Method of Providing Communications to You in Electronic Form. All Communications Bank provides to you in electronic form will be provided either (1) via email at the email address you specify on the System, (2) by access to a website that Bank will designate in an email notice it sends to you at the time the information is available, (3) to the extent permissible by law, by access to a website that will generally be designated in advance for such purpose, or (4) by requesting you download a PDF file containing the Communication.
3. How to Withdraw Consent. You may withdraw your consent to receive Communications in electronic form for any of your accounts by contacting Bank at (888) 995-2265 for business customers and (888) 271-0610 for personal customers. Bank may treat your provision of an invalid email address or the subsequent malfunction of a previously valid email address as a withdrawal of your consent to receive electronic Communications. Bank will not impose any fee to process the withdrawal of consent to receive electronic Communications. Any withdrawal of consent to receive electronic Communications will be effective only after Bank has a reasonable period of time to process your withdrawal.
4. How to Update Your Records. It is your responsibility to provide Bank with valid, accurate and complete email address, contact information, and other information related to this Disclosure and your account(s), and to maintain and update promptly any changes in this information. You can update such information (such as your email address) by contacting Bank at (888) 995-2265 for business customers or (888) 271-0610 for personal customers, or updating such information through the System.
5. Hardware and Software Requirements. In order to access, view, and retain electronic Communications that Bank makes available to you, you must have the following:
  - A computer or other mobile device;
  - A compatible operating system, additional information can be found [here](#).
  - A secure web browser, additional information can be found [here](#).
  - Adobe Acrobat Reader 5.0 or higher (for Help files and viewing documents in PDF format);
  - Printer (if you wish to print documents); and
  - WinZip 7.0 or higher (if you wish to download documents).

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Additional hardware or software requirements may apply. Refer to your browser or operating system manufacturer for additional specifications or requirements.

6. Requesting Paper Copies. Bank will not send you a paper copy of any Communication, unless you request it or Bank otherwise deems it appropriate to do so. You can obtain a paper copy of any electronic Communication by printing it yourself or by requesting that Bank mail you a paper copy, provided that such request is made no later than seven (7) years after Bank first made the electronic Communication available to you. To request a paper copy, contact Bank by telephone at (888) 995-2265 for business customers and (888) 271-0610 for personal customers. Bank may charge you a reasonable service charge for the delivery of paper copies of any Communication provided to you electronically pursuant to your authorization. Bank reserves the right, but assumes no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized Bank to provide electronically.
7. Communications in Writing. All Communications in either electronic or paper format from Bank to you will be considered "in writing." You should print or download for your records a copy of your eStatement Agreement, copies of your eStatements, this Disclosure, your initial authorization to receive eStatements and any changes to that authorization, and any other Communication that is important to you. eStatements provided through the Service are accessible via the System for a period of eighteen (18) months. As provided above, paper copies may be requested, subject to any applicable fees and record retention requirements.
8. Federal Law. You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to E-SIGN, and that you and Bank both intend that E-SIGN apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.
9. Termination/Changes. Bank reserves the right, in its sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which Bank provides electronic Communications. Bank will provide you with notice of any such termination or change as required by law.