

Electronic Disclosure and Consent

This Electronic Disclosure and Consent ("Consent") contains important information about receiving communications and providing signatures electronically. Electronic communications include disclosures, notices, periodic statements, change-in-terms notices, various contracts, agreements and all other documents ("Electronic Communications") that, by law, are permitted to be provided electronically. Electronic communications and signatures may be delivered or requested in a variety of ways. These delivery methods are described in our various product and services agreements.

Consent to Receive Electronic Communications:

By providing affirmative consent to receive electronic communications you acknowledge that you can access, receive, and retain communications electronically. When applicable, we will consider all account holders notified when one account holder is receiving electronic communications. You also agree that we may satisfy our obligation to provide you with an annual copy of our Privacy Policy by keeping it available for review on our website (www.bankbac.com).

Your consent remains in effect until you give us notice that you are withdrawing it and your consent includes all electronic communications relating to any product or service provided. If you decide not to use electronic communications or electronic signature in connection with any new service, product or transaction your decision does not withdraw your consent for other products, services or transactions.

You agree to notify us promptly if your mailing address, e-mail address or other information changes by calling us at 877-226-5820, writing to us at BAC Community Bank, ATTN: Customer Service, P. O. Box 1140, Stockton, California 95201-1140 or visiting any of our branch offices. If our e-mail to you is returned as undeliverable, we may discontinue sending e-mail messages, discontinue future electronic communications and switch your communications to paper sent by U.S. Postal Service until you provide us with a valid e-mail address.

You further acknowledge that by accessing our electronic services you satisfy the hardware and software requirements discussed more fully below and accordingly acknowledge that you reasonably demonstrate that you can access, receive and retain electronic communications in the formats used for the services, regardless of whether an electronic communication is posted on internet banking or sent to you by e-mail. Certain products or services may have different hardware and software requirements or have an additional or separate electronic disclosure and consent process.

Hardware and Software Requirements:

In order to use the services and to access, receive and retain electronic communications, you must satisfy the hardware and software requirements detailed below. We will give you notice of any change to these hardware and software requirements if the proposed change will adversely affect your ability to access, receive or retain subsequent electronic communications from us. Continuing to use online and electronic services after receiving notice of the change is reaffirmation of your consent.

The hardware and software requirements, which you must satisfy at your own expense, are as follows:

- A personal computer and all necessary telephone lines, internet or other connections and equipment capable of supporting the foregoing requirements and necessary to access the services, including any internet-enabled wireless devices, such as smart phones and tablets, you may use to access the services;
- An internet web browser which is SSL-compliant, supports 128-bit encryption and is currently supported by the vendor;
- An e-mail account and e-mail software capable of receiving attachments up to 1 MB;
- A current version of a program that accurately reads and displays PDF files (such as Adobe Acrobat Reader);
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit, or a printer that is capable of printing from your internet web browser and e-mail software.

In some cases, you may also need a specific brand or type of device that can support a particular software application, including an application intended for particular mobile or handheld devices.

You should check any technical requirements with each type of electronic delivery service and confirm all software is currently being supported by its publisher. We reserve the right to discontinue support of a current version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use with electronic services.

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Receiving Electronic Communications:

We will send electronic communications to an e-mail address you designate, post to your online banking account or post electronic communications on our website with appropriate notice to you as permitted by applicable law. At times, some electronic communications may require additional identity authentication, such as in the case with electronic signatures, to ensure you in fact are the person completing the requested electronic signature. We will treat any electronic communication we send to you as if it were sent by U.S. mail, postage prepaid, and will consider any such electronic communication received within 3 calendar days of the date sent by us, even if you do not receive the e-mail or access the notice online during that time. Sometimes the law, or our agreement with you, requires you to notify us in writing or provide an original signature. You must still notify us in writing or provide an original signature, unless we specifically state you may execute it electronically. There are also certain communications that by law we are not permitted to deliver electronically, even with your consent. We will continue to deliver those documents to you in writing. We may also, in our sole discretion, provide you with any documents via paper, even if you have chosen to receive it electronically.

Please note, that we may be unable to fulfill and service some or all of our products and services in a language other than English. If you are not fluent in English, you should consider obtaining the services of an interpreter or taking other steps to ensure you understand the transaction before entering into it and to have any future English communications explained to you. You agree that the English version is always the controlling communication.

Your Communications To Us:

To the extent permitted by applicable law, any e-mail you send to us will not be effective until we receive it and have had a reasonable opportunity to act on it. We therefore strongly suggest that you report all matters requiring immediate attention (for example, reports of alleged unauthorized payments, errors or fraud) to us by calling us at 877-226-5820. We recommend that you do not use e-mail to communicate confidential information since internet e-mail may not be secure. We may require you to provide us with written confirmation regarding any such matter. You also agree that we may send you an electronic response to any communication you send to us, regardless of whether your original communication to us was sent electronically.

Your Right to Obtain a Paper Copy:

You may request a paper copy of any electronic communication, some may have a fee associated with a paper copy as listed in our fee schedule and/or various product and service agreements. To request a paper copy of an electronic communication you may our Customer Service Department by calling 877-226-5820 or writing to us at BAC Community Bank, ATTN: Customer Service, P. O. Box 1140, Stockton, California 95201-1140.

Withdrawal of Consent to Receive Electronic Communications:

The decisions to do business electronically is yours. If you agree to receive electronic communications, you can withdraw your consent at any time, by calling us at 877-226-5820, writing to us at BAC Community Bank, ATTN: Customer Service, P. O. Box 1140, Stockton, California, 95201-1140 or visiting one of our branch locations during normal business hours. There is no fee to withdraw your consent, however, depending on the product or service you have chosen we may charge a higher price or an additional fee as applicable per our fee schedule and/or various product and service agreements. Please be aware that withdrawal of consent may result in the termination of your ability to access certain products or services electronically, such as internet banking. Your withdrawal of consent will become effective after we have had a reasonable opportunity to act upon it.

For your security, access to certain electronic communications through internet banking may be disabled if you have not accessed your accounts for any consecutive six-month period. To regain access to internet banking you may call us at 1-877-226-5820.

Termination of this Consent will not affect the legal validity and enforceability of any communication, electronic or otherwise, before the effective date of termination of this Consent.

Affirmative Consent

You understand and intend that your affirmative consent shall operate as your original signature. You also acknowledge that you have read the consent and have printed or downloaded a copy for your records. You further acknowledge that you can access, receive and retain electronic communications in the formats we use, and affirmatively consent to the receipt of electronic.