

# E-SIGN Consent Agreement for Online and Mobile Banking

## Introduction

Welcome to U.S. Bank Online and Mobile Banking. This E-SIGN Consent Agreement (“**Agreement**”) allows us to provide you with electronic versions of important notices and statements that apply to your account(s) at U.S. Bank National Association (“**U.S. Bank**”). Certain laws and regulations require us to provide notices and disclosures to you in “writing” (traditionally this is defined as a paper notice); with your consent, the E-SIGN Act allows us to provide these document to you electronically.

## Definitions

The words “**we**,” “**our**,” and “**us**” mean U.S. Bank, its affiliates, successors, and assigns.

The words “**you**” and “**your**” mean each account owner and anyone else with access to the account. If there is more than one owner, then these words mean each account owner separately, and all account owners jointly.

“**Access Device**” means any electronic device you use to access Online Services or view electronic documents. This includes, but is not limited to: a traditional computer such as a desktop or laptop computer, or a mobile device such as a tablet computer or a smartphone.

“**Online Services**” means any online or mobile banking service available to you on a computer through a traditional internet connection at [www.usbank.com](http://www.usbank.com), on a mobile device through a mobile internet browser at [m.usbank.com](http://m.usbank.com), or through our mobile banking application available on Android, Blackberry, or iPhone.

## Scope of this Agreement

This Agreement applies to Online Services and all disclosures, notices, statements and terms and conditions related to Online Services; it will be effective until expressly withdrawn by you. Your consent does not mean that U.S. Bank must provide the documents electronically but instead may, at its option, deliver some or all of those documents electronically.

## Electronic Delivery of Documents

Electronic documents may be delivered to you via email, through the U.S. Bank Secure Message Center (accessed by logging in to your account), or within the U.S. Bank mobile application. As described in more detail below, some documents (such as the Online and Mobile Banking Agreement) will be delivered to you electronically without any additional action on your part; other documents (such as periodic account statements) will require you to separately enroll in electronic presentment. In either case, this Agreement applies.

### **Automatic Enrollment**

By consenting to this Agreement, you will automatically be enrolled to receive certain documents electronically. Typically these are agreements and disclosures related to your use of Online Services. In most cases, these documents will be presented to you electronically in a .pdf format when accessed from a traditional computer or natively within the mobile application.

Automatic Enrollment includes but is not limited to:

- The E-SIGN Consent Agreement for Online and Mobile Banking
- The Online and Mobile Banking Agreement
- The U.S. Bank Privacy Pledge
- Letters and notices related to Online Services (i.e. a notice regarding changes to The Online and Mobile Banking Agreement)

### **Selective Enrollment**

By consenting to this Agreement you will have the opportunity to select other documents that you wish to receive electronically. Typically these are account specific documents that are sent on a periodic basis. These documents will be provided in paper form unless you specifically enroll in electronic presentment. In most cases, your selected documents will be delivered to the U.S. Bank Secure Message Center in a format that you can view online, save to your computer, or print at your convenience. The Secure Message Center is only available when logged on at [www.usbank.com](http://www.usbank.com) and may have limited functionality if accessed from a mobile device.

Selective Enrollment includes but is not limited to:

- Periodic account statements
- Tax statements (i.e. 1099-INT)
- Electronic presentment of bills (this is a feature of Pay Bills)
- Account specific letters and notices (i.e. overdraft notices and stop payment confirmation letters)

## **Requesting Paper Copies of Documents Presented Electronically**

You agree that any electronically presented document will not be mailed to you unless you specifically request it. To request a paper copy of any disclosure, notice or other document, contact us at 1-800-USBANKS (1-800-872-2657). Copies of disclosures, service agreements, and account agreements will be mailed at no charge. Copies of previously issued account statements, copies of checks, or other account specific items may carry a fee (please see your Consumer and Business Pricing Information brochure or call us at 1-800-USBANKS (1-800-872-2657) for more information).

## **System Requirements**

The format of the electronic documents may vary based on your Access Device. For example, documents are typically presented in a .pdf format on a traditional computer while documents accessed on a mobile device are typically presented natively within the application. By consenting to this agreement, you confirm that your Access Device meets the minimum specifications and requirements necessary to view and retain your electronic documents.

### **To access Online Services and electronic documents on a mobile device, you will need:**

- A mobile device with any of the following operating systems: Android, Blackberry, or iOS (iPhone).
- A data plan provided by your wireless carrier.
- To access Online Services and electronic documents at m.usbank.com, you will need a mobile browser that is compatible with and supported by your operating system (i.e. Chrome or Safari).
- To access Online Services and electronic documents through our mobile banking application, you will need to download the U.S. Bank Mobile Banking application at your respective app store.
- If you wish to view .pdf files on your mobile device, you will need software that accurately reads and displays .pdf files (such as the mobile version of Adobe Reader).

### **To access Online Services and electronic documents on a traditional computer, you will need:**

- A computer with any of the following operating systems: Windows XP or higher, OS X (Apple Macintosh) or higher.
- An internet connection with an internet browser that is compatible with and supported by your operating system (i.e. Internet Explorer 7.0 or higher, Firefox 3 or higher, Google Chrome 3 or higher, or Safari 3 or higher).
- Software that accurately reads and displays .pdf files (such as Adobe Reader 8.0 or higher).
- A printer and/or storage device if you wish to print or retain any electronic documents.

### **Changes to system requirements**

We will notify you if our hardware or software requirements change and whether that change creates a material risk that you would not be able to access or retain your electronic documents. Continuing to use Online Services after receiving notice of the change is the reaffirmation of your consent to this Agreement

## **Maintaining a valid Email Address**

It is important that you maintain a valid email address so that we may contact you regarding your account(s). You agree to maintain a valid email address and promptly notify us of any changes to your email address. You may update your email address online or by contacting us at 1-800-USBANKS (1-800-872-2657).

## **Withdrawal of Your Consent**

You may withdraw your consent to this Agreement at any time.

To withdraw your consent prior to completing your enrollment in Online and Mobile Banking, simply exit this session prior to accepting this Agreement or the Online and Mobile Banking Agreement.

To withdraw your consent after you have already enrolled in Online and Mobile Banking, you must call us at 1-800-USBANKS (1-800-872-2657).

### **If you withdraw your consent to this Agreement:**

- You will no longer be able to access any Online Services
- You will no longer receive the electronic presentment of any documents.

Please remember that you have options to manage your electronic delivery preferences and complete withdrawal of your consent to this Agreement may not be necessary. For example, if you have enrolled in online account statements, but later decide that you would like to resume paper statements, you may do so without withdrawing your consent to this Agreement. To manage your electronic delivery preferences, log in to your account or call us at 1-800-USBANKS (1-800-872-2657).

## **Multiple Access Devices**

Your acceptance of this agreement on one Access Device constitutes your acceptance on all Access Devices you use. For example, if you view and accept this agreement on a mobile device, the terms of this Agreement will apply to Online Services and electronic documents accessed on a traditional computer (or vice versa).

Additionally, by viewing and accepting this agreement on any Access Device, you are reasonably demonstrating your ability to access Online Services and view electronic documents in the format that the services are provided on that Access Device and all subsequent Access Devices. If you change Access Devices (or use multiple Access Devices), it is your responsibility to ensure that the new Access Device meets the applicable system requirements and that you are still able to access Online Services and view electronic documents on the subsequent Access Device. Your continued use of Online Services on other Access Devices is your reaffirmation of this Agreement.

**Please contact us at 1-800-USBANKS (1-800-872-2657) if you have difficulties accessing Online Services or viewing electronic documents on your selected Access Device.**

If you enroll in Online Services at a U.S. Bank branch using our equipment, your enrollment may not be complete until you affirm your ability to access Online Services from your own Access Device. We will inform you, at the time of your enrollment, of any additional action you must take. If you take the required action, it is an affirmation of your consent under the terms of this Agreement.

## **Acceptance**

**By selecting the “I Accept” button, you are agreeing to the terms of this Agreement. You are confirming that you meet the system requirements described above, that you have demonstrated your ability to receive, retain, and view electronic documents on your Access Device, and that you have an active and valid email address. You are also consenting to be immediately enrolled in the electronic presentment of the documents described in the “Automatic Enrollment” section above and you agree that this Agreement will apply to any future selections pursuant to the “Selective Enrollment” section.**