



ELECTRONIC COMMUNICATIONS AGREEMENT

The words "**we**," "**us**," and "**our**" refer to Alpine Capital Bank ("Alpine") or any of its affiliates, whichever hold your accounts or provide you services, and the words "**you**" and "**your**" mean you, the individual(s) or entity executing this Agreement with respect to the accounts listed on this Agreement (the **Account(s)**). As used in this Agreement, "**Account**" means the account(s) you have with us now or in the future, including ones which you open through the Online Service.

"**Communication**" means any notice of Account transaction activity, Account periodic statement, or associated authorization, agreement, disclosure, notice, or other information that would accompany your Account's periodic statement, including but not limited to information that we are required by law to provide to you in writing.

"**Online Service**" means Alpine's Online Banking service and Alpine's Mobile Banking service.

1. Scope of Communications to Be Provided in Electronic Form. You hereby elect to receive paperless electronic notification for transaction activity in your Accounts, and paperless statements for your Accounts. You are choosing to receive transaction information and statements online in lieu of receiving them in the mail. You agree that we may provide you with any Communications in electronic format, and that we may discontinue sending paper Communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic Communications also includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with your Account or the product or service available through the Online Service for your Account. As an example, Alpine may send by e-mail legally required notification of changes to terms and conditions related to your Account(s) or the Online Service
- Periodic disclosures or monthly billing statements for your Account(s)
- Notices or disclosures about a change in the terms of your Account or associated payment feature and responses to claims
- Privacy policies and notices

2. Method of Providing Communications to You in Electronic Form. All Communications that we provide to you in electronic form will be provided (a) via e-mail, or (b) by access to a website that we will designate in an e-mail notice we send to you at the time the information is available. For joint accounts, all joint account holders must sign up to receive Communications electronically. Delivery of electronic communication notices and statements will stop after any one of the joint owners of the Account elects to receive paper transaction notices and statements. Any Account owner may withdraw consent to receive Communications in electronic form as set forth below.

The only notice that you will receive advising you that your electronic Communication is available will be by email alert sent to the single, specific email address selected by you. One attempt will be made to notify you by email that your electronic transaction information or statement is available to view. Any and all notices sent by us to the email address will constitute sufficient and effective delivery to you and all owners of the information contained in your electronic Communication, whether or not you access or review the Communication, and shall be deemed to have been delivered to you personally, whether actually received or not. Your time to respond to notices and other electronic communications will run from the time they were sent by us.

3. Acceptance of Risks and Release from Liability. There are certain risks associated with the transmission of email notices through the Internet including but not limited to unauthorized access, system outages, non-receipt, delays, and disruption in telecommunications services and the Internet. Email is not private or secure. The email notice sent to you by email is an unencrypted, automatic notice. Although the notice is not intended to contain personally identifiable confidential financial information, it may contain in its design, part or all of your name or other identifier, which could be seen or intercepted by others if delivered to your business address or other computers or electronic devices not exclusively under your control. Do NOT respond to the email notices by return email, or use the reply function to request information, service, paper copies or other items or to revoke consent. By signing this Agreement, you agree to accept all risks associated with electronic Communications and release us from any claims that might arise in your favor and against us in connection therewith.

4. How to Withdraw Consent. You may withdraw your consent to receive Communications in electronic form for any of your Accounts in person or by sending a letter by registered or certified mail or overnight carrier to us at 680 Fifth Avenue, 7th Floor, New York, New York 10019. At our option, we may treat your provision of an invalid e-mail address, or the subsequent malfunction of a previously valid e-mail address, as a withdrawal of your consent to receive electronic Communications. We will not impose a fee to process the withdrawal of your consent to receive electronic Communications. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal.

5. How to Update Your Records. It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to this Agreement and to your Account(s), and to maintain and update promptly any changes in this information. You can update information (such as your e-mail address) in person or by sending a letter by registered or certified mail or overnight carrier to us at 680 Fifth Avenue, 7th Floor, New York, New York 10019.

ELECTRONIC COMMUNICATIONS AGREEMENT

6. Hardware and Software Requirements. In order to access, view, and retain electronic Communications that we make available to you, you must have:

- an up-to-date Internet browser that supports 128-bit encryption;
- sufficient electronic storage capacity on your device's hard drive or other data storage unit;
- a PDF reader;
- an e-mail account with an Internet service provider and e-mail software in order to participate in our electronic Communications programs;
- a personal computer or mobile device, operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing Communications received from us in electronic form via a plain text-formatted e-mail or by access to our web site using one of the browsers specified above

7. Requesting Paper Copies. We will not send you a paper copy of any Communication unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, you can contact us by telephone. We may charge you a reasonable service charge for the delivery of paper copies of any Communication provided to you electronically pursuant to this authorization. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.

8. Communications in Writing. All Communications in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of your paperless transaction notices and statements, and any other Communication that is important to you.

9. 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 the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

10. Termination/Changes. We reserve the right, at our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

11. Acceptance and Consent. By consenting to this Agreement, you agree to the following statements:

I have read, understand and agree to be bound by the terms and conditions described above and consent to receive electronic Communications according to the process described above. I understand that I may incur costs, including but not limited to online time and other charges from my internet service provider, in accessing and/or viewing such document(s).

I understand and agree that: (i) certain documents will continue to be delivered to me via U.S. Mail and that in the future some or all of these documents may be made available for me to view electronically in accordance with this Agreement; (ii) my consent to view documents electronically does not automatically expire and is not limited as to duration; (iii) neither entity or entities with which I have my Account(s), nor their agents will be liable for any loss, liability, cost, expense, or claim for acting upon this authorization or arising from my use of the product or services provided pursuant to this Agreement; and (iv) inserts that may be provided along with my account statements contain important information or disclosures concerning my Account and I agree to review such inserts in a timely manner.

12. Authority. If you are signing this Agreement on behalf of an entity other than yourself such as a corporation, partnership, limited liability company or trust, you represent that appropriate action has been taken by that entity to legally authorize you to sign this Agreement on its behalf and bind it to the Agreement's terms.