

Consent to Use of Electronic Communications and Electronic Signatures

C&N and ClickSWITCH LLC (“ClickSWITCH” and, collectively with “we,” “us,” and “our,”) offer users of the ClickSWITCH software (“Service”) the capability to initiate certain financial Transactions, as defined below, through the Service.

In order to provide you information in connection with such Transactions electronically instead of on paper, the Electronic Signatures in Global and National Commerce Act (ESIGN Act) and other applicable laws require us to obtain your advance consent electronically. We also need your general consent to use electronic records and signatures in our relationship with you relating to Transactions. You must consent in order to proceed with Transactions electronically.

In this Consent, “Transaction” means each instruction to authorize a direct deposit to, or an automatic payment from, a C&N account using the Service. “Communication” means each disclosure, notice, acknowledgement, agreement, record, document or other information related to a Transaction. “You” and “your” means the individual providing consent, whether that person is the account holder, joint account owner or an individual legally authorized to act on their behalf.

Scope of Consent

Your consent applies to any Communications we provide to you or that you sign or agree to or submit at our request in connection with this Service. Your consent only applies to this Service; it does not apply to any other business you may conduct with C&N.

How to access or request paper copies

After you have consented to receive Communications from us electronically with respect to a Transaction, a copy of the Communications related to a Transaction will be sent to you by email. If you do not provide an email address, you may still access Communications by logging into the Service and viewing your account. You may access, save to your computer and/or print a copy of the Communications you receive by email or view through the Service. You may also request, at any time, a paper copy of any electronic Communications by contacting us at 877-838-2517. We will notify you at that time if there is a charge for providing paper copies.

How to withdraw your consent; consequences of withdrawing your consent

After you have given your consent to receive Communications from us electronically or provide agreement electronically, you may change your mind for any reason. To withdraw this consent, you may click on the “ESIGN Consent” icon within the Service and click “DO NOT CONSENT”.

If you withdraw your consent to receive Communications electronically and elect to receive Communications in paper format only, you will no longer be able to initiate Transactions electronically using the Service and you must instead initiate

Transactions by paper means. After you have withdrawn your consent, we will no longer provide you Communications electronically. Thereafter, if you wish to receive Communications in electronic format, you must provide your consent again.

How Communications will be sent to you electronically

With respect to each Transaction, we will send you Communications or request your signature or agreement electronically through the Service when you initiate the Transaction.

How to advise us of your new e-mail address

In connection with providing Communications electronically, we must maintain information about how to contact you electronically. If there are any changes in your contact information that would impact our ability to contact you electronically (such as a change in email address), telephone us at 877-838-2517.

System Requirements

To receive and review electronic Communications within the Software, you must have access to:

- an active e-mail address;
- a Current Version (defined below) of the Software capable of initiating a Transaction;
- a Current Version of an Internet browser we support;
- a connection to the Internet;
- a Current Version of a program that accurately reads and displays PDF files; and
- a computer and an operating system capable of supporting all of the above. You will also need a printer if you wish to print and retain records on paper, and electronic storage if you wish to retain records in electronic form. If you have trouble printing or storing records, contact us at 877-838-2517 for assistance.

By “Current Version,” we mean a version of the software application that is currently being supported by its publisher. From time to time, we may offer services or features that require that your computer or software applications be configured in a particular way. If we detect that your computer or software applications are not properly configured, we will provide you with a notice and advice on how to update your configuration. We reserve the right to discontinue support of a Current Version of a software application if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use with a Transaction.

If our hardware or software application requirements change, and that change would create a material risk that you would not be able to access or retain electronic Communications, we will give you notice of the revised requirements. Continuing to use electronic Communications and electronic agreement in connection with a Transaction after receiving notice of the change is reaffirmation of your consent.

Your consent

By clicking the ‘CONSENT’ button below, you confirm that:

1. You can access, have read and understand the terms and conditions of this Consent; and
2. You have the minimum hardware and software applications described above; and
3. You consent to the use of electronic Communications and electronic records and signatures in connection with a Transaction, until or unless you withdraw such consent as described above; and
4. If you are acting as a representative of an entity in initiating a Transaction, you are authorized to, and do, consent to the use of electronic Communications and electronic records and signatures in connection with the Transaction through the Service on behalf of such entity.