

You understand that you must read this E-Sign Disclosure and Consent Agreement (the “Agreement”) carefully and keep a copy for your records as it applies to required initial and future disclosures, agreements, and Electronic Communications (defined below) provided to you related to your account(s) with Texas Capital Bank and its affiliates (collectively “Bank,” “we,” “us,” or “our”). “You” and “your” mean you, the individual(s) or entity identified on any Bank account you have with us now or in the future, including any account(s) you open online. This Agreement will be effective unless and until expressly withdrawn by you, as described below.

You acknowledge and agree:

- (i) Clicking the consent box linked to this Agreement and any other consent or acknowledgement in the online application or online banking portal constitutes your electronic signature and is equivalent to you having physically signed a paper document.
- (ii) To electronically receive all Electronic Communications; including any disclosures required by law or regulation.
- (iii) You have the hardware and software described below and you are able to receive and review electronic records.
- (iv) To the consents, acknowledgements, terms and conditions detailed in this Agreement.

### **A. Consent To Receive Communications Electronically**

This Agreement describes how we communicate with you electronically, provides additional detail about the Electronic Communications we provide you, and sets out the hardware and software requirements you need to receive these Electronic Communications. This Agreement applies to your account(s) with the Bank and all services related to your account(s) including Mobile Banking (“Services”). If you open an account online, through our mobile application, or through a Bank device at our banking locations, you must accept electronic delivery of all disclosures.

### **B. Electronic Communications**

You agree to receive electronically legal disclosures, agreements, instructions, communications, online statements, and other notices related to such Services and your account(s) with the Bank, and you are also agreeing to electronic delivery for all other legal disclosures, agreements, instructions and communications you have with the Bank (collectively, “Electronic Communications”). Electronic Communications include, but are not limited, to: (a) initial and ongoing agreements; (b) initial and any subsequent legal disclosures; (c) notices required by agreement or applicable law. We may provide these Electronic Communications to you by posting them on the Bank website, emailing them to you at the primary email address provided to us, or making them accessible in the Bank’s online portal. Electronic Communications will be provided online and viewable using in-app display features, browser software or .pdf files. In such cases, you will be able to print the Electronic Communication and/or have it emailed to you.

### **C. Receipt Of Electronic Communications; Contact Information**

Electronic Communications will be deemed received by you within 24 hours of the time such communication is posted or sent to you. It is your responsibility to keep your primary email address current so that we can send you Electronic Communications. You agree that if we send you an Electronic Communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive Electronic Communications, we will be deemed to have provided the Electronic Communication to you. If you use a spam filter or similar software that blocks or re-routes emails from senders not listed in your email address book, you agree to add the Bank to your email address book so that you can receive Electronic Communications by email. You can update your primary email address by logging into the Bank’s online portal and updating it there, or by contacting us at the information provided below.

### D. Required Hardware And Software

You are responsible for maintaining all software and hardware necessary for receiving, viewing and maintaining record of the Electronic Communications. By your acceptance of this Agreement, you represent that you will maintain all hardware and software necessary to receive, view and maintain (including, but not limited to saving and/or printing) any Electronic Communications provided to you. You must have: (a) a valid email address on file with us; (b) a computer, mobile device, tablet or similar device with internet access and current browser software and computer software that is capable of receiving, accessing, displaying, and either printing or storing Electronic Communications received from us; (c) and sufficient storage space to save Electronic Communications (whether presented online, in emails or .pdf) or the ability to print Electronic Communications. We may revise hardware and software requirements from time-to-time and will notify you if there are any material changes to the hardware or software needed to receive Electronic Communications from us. Significant changes may require revalidation of your consent to access information in electronic form. By giving your consent in this Agreement, you are confirming that you have access to the necessary equipment and are able to receive, open, and print or download a copy of any Electronic Communications for your records.

### E. Additional Copies

You may request additional electronic copies of any Electronic Communication provided to you without charge by contacting us at the information provided below within 90 days of the original date of the Electronic Communication. You may also request paper copies of any Electronic Communication within 90 days of the Electronic Communication by contacting us at the information provided below. You acknowledge that reasonable charges and fees for such non-electronic copies of Electronic Communications you request.

### F. Federal Law; Termination And Changes

You acknowledge and agree that your consent to Electronic Communications under this Agreement 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 (“E-SIGN Act”), and that you and we both intend that the E-SIGN Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means. We reserve the right, in 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.

### G. How To Withdraw Your Consent

You may withdraw your consent to this Agreement at any time by contacting us at the information provided below. Your withdrawal of consent may result in termination of access to our electronic Services including Mobile Banking. Withdrawal of consent is effective after a reasonable period of time upon which the Bank can act upon the request. Revoking your consent to this Agreement will not affect the legal effectiveness, validity, or enforceability of electronic disclosures or Electronic Communications that were made available to you prior to the implementation of your revocation of consent.

**Texas Capital Bank Client Support:** 877.839.2265

**Email:** [clientsupport@texascapitalbank.com](mailto:clientsupport@texascapitalbank.com)

**Web:** Online Banking Secure Message – Log in at [www.texascapitalbank.com](http://www.texascapitalbank.com)

**Mail:** Texas Capital Bank, Attn: Texas Capital Bank Client Support, 1001 E. Lookout Drive, Tower A, Suite 700  
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