

WESTERN ALLIANCE BANK ELECTRONIC DISCLOSURE CONSENT AGREEMENT

High-Yield Savings Premier Account

This Western Alliance Bank (“Bank”) Electronic Disclosure Consent Agreement (“E-Sign Consent”) applies to all communications for the Bank’s High-Yield Savings Premier account (“Account”) and services that are offered and accessible (either currently or in the future), online or through web platforms or digital applications by the Bank. You should read this entire document carefully before consenting to the E-Sign Consent as part of the online Account application process. By accessing this document, you are demonstrating your ability to access electronic communications in this format prior to consenting to this E-Sign Consent.

1. Definitions.

- The terms “you” and “your” refer to the user of the Account and services, whether single or plural, who: (1) is an individual that is the owner of an Account at the Bank or (2) is an individual authorized by an Account owner or a party-in-interest to view account information or effect transactions in an Account.
- The term “Communications” means any and all Communications from the Bank to you, including, but not limited to, any customer agreements, including any amendments; disclosures; notices; responses, including approval or denial decisions; transaction histories; privacy policies; pricing and fee schedules associated with your deposit account; and any and all other information related to Bank products and services, including any information that Bank is required by law to provide to you in writing.
- The term “E-Sign Act” means the federal Electronic Signatures in Global and National Commerce Act.

2. Scope of Communications to Be Provided in Electronic Form. When you apply for an Account online or through a web platform or digital application, you agree that the Bank may provide you with Communications in electronic format. Your consent to receive electronic Communications and transactions includes, but is not limited to, the following electronically:

- All legal and regulatory disclosures and Communications associated with Account and services available online or through a web platform or digital application at Bank;
- All other documentation relevant to the Account, including agreements, amendments, terms and conditions, and other such information;
- All periodic Account statements and tax documentation;
- Notices or disclosures about a change in any of the documents associated with your Account and services at Bank;
- Pricing and fee schedules associated with your Account;
- Privacy policies, notices, approval or denial decisions, responses to your requests and such other communications Bank may include from time to time; and
- Other disclosures and notices that the Bank is legally required to provide to you, or choose to provide you in the Bank’s discretion.

3. Method of Providing Communications in Electronic Form. All Communications Bank provides to you in electronic form will be provided either (1) via email to your email address on record for your Account, or (2) by access to the Account web platform or digital application.

4. How to Withdraw Consent; Consequences of Withdrawing Consent. You may withdraw your consent to receive Communications regarding your Account in electronic form at any time. Please be aware, however, that if you withdraw your consent to receive Communications regarding your Account electronically the Bank will close your Account and return the balance (if any) to the applicable funding account associated with your Account.

Your withdrawal of consent will become effective after the Bank has had a reasonable opportunity to act upon it.

To withdraw your consent you must contact the Bank at support@wasavingspremier.com.

5. E-Mail Address Must Remain Current. You must keep your e-mail address associated with your Account current with the Bank to ensure that the Bank can send you Communications electronically. You must promptly notify the Bank of any change in your e-mail address associated with your Account by updating your Account profile on the website or web platform. If Communications are returned or “bounced back” to the Bank, the Bank may deem such return as a notice of withdrawal of your consent to receive Communications electronically and may close your Account in accordance with Section 4 above.

6. Hardware and Software Requirements. In order to access, view, and retain electronic Communications that the Bank makes available to you, you must have the following:

- A device (e.g., a computer, smartphone, mobile device, tablet, etc.), with sufficient electronic storage capacity, suitable

for connecting to the Internet, that operates on a supported platform like Windows, Mac OS, or iOS, or Android, and an up-to-date web-browser, such as Microsoft Edge, Google Chrome, Mozilla Firefox, or Apple Safari;

- A current version of software that enables you to view and print portable document files (PDF) such as Adobe® Acrobat Reader or similar;
- A working connection to the Internet;
- Local electronic storage capacity to retain Communications or a printer to print them; and
- A valid e-mail account and software to access it.

Additional hardware or software requirements may apply. Your access to this page verifies that you have access to the necessary hardware and software outlined above.

If Bank's hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain electronic Communications, Bank will give you notice of the revised hardware or software requirements. Continuing to use the Account after receiving notice of the change is reaffirmation of your consent.

7. Requesting Paper Copies. You may obtain a paper copy of any electronic Communication by printing it yourself or by requesting that Bank mail a paper copy by contacting the Bank at support@wasavingspremier.com. You may have to pay a fee for the paper copy unless charging a fee is prohibited by applicable law. Bank reserves the right, but assumes no obligation, to provide a paper (instead of electronic) copy of any Communication regardless of your authorization for electronic delivery.

8. Communications in Writing. All Communications in either electronic or paper format from the Bank to you will be considered "in writing". You should print or download for your records a copy this E-Sign Consent, and any other Communication that is important to you. Paper copies may be requested, subject to any applicable fees and record retention requirements.

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 E-Sign Act, and that both you and the Bank intend that the E-Sign Act apply to the fullest extent possible to validate Bank's ability to conduct business with you by electronic means.

10. Termination/Changes. Bank reserves the right, in its sole discretion, to discontinue the provision of electronic Communications, or to terminate or change the terms and conditions on which Bank provides electronic Communications. Bank will provide you with notice of any such termination or change as required by law.

11. Consent. By marking the checkbox indicating "I have read and agree to the E-Sign Consent," you are consenting to having electronic Communications provided to you as described in this E-Sign Consent. You agree that your computer or mobile device satisfies the hardware and software specified in this E-Sign Consent, that you have provided Bank with a current e-mail address, and you were able to view, download and print this E-Sign Consent.