

Banesco USA

Electronic Disclosure and Notices Consent and Electronic Signature Authorization and Consent

The following Electronic Disclosure and Notices Consent ("Electronical Disclosure") and Electronic Signature Authorization and Consent ("E-Signature") (together "Electronic Disclosure and E-Signature Consent") is required by the federal Electronic Signatures in Global and National Commerce Act ("E-Sign Act").

Before obtaining products or services electronically from **Banesco USA** ("we", "us", or "our"), you must read and indicate your acceptance of the terms outlined below. If you do not consent, you will not be able to open an account online, apply for a loan online or engage in other transactions with Banesco USA online or via other electronic means. You may still be eligible to open accounts, apply for a loan or engage in other transactions through other methods that we permit, such as in person. **Please read this Electronic Disclosure and E-Sign Consent carefully and keep a copy for your records.**

Electronic Delivery of Disclosures and Notices

By clicking "Consent" below you are consenting to receive disclosures, authorizations, acknowledgements, notices (including notices regarding changes to account terms and fees and privacy notices), records, monthly account statements, and other documents, information, marketing material and correspondence related to your account in electronic format ("Electronic Disclosures"). Your acceptance of Electronic Disclosures will apply to all other authorized signatories and any other authorized individual(s) with respect to the account.

We may choose to send you certain documents in paper rather than electronic format. You should continue to review all paper communications that we send to you.

Method of Providing Electronic Disclosures

All communications that we provide to you in electronic format will be provided either (1) via email, (2) by access to Banesco USA website at [Banescousa.com](https://www.banescousa.com) within <https://www.banescousa.com> ("BanescoOnline"), (3) via our mobile application ("BanescoMobile"), or (4) by requesting that you download a file (e.g., in PDF or other format we may use from time to time) that contains the communication.

Communications delivered by email will be sent to your email address reflected in our records. You represent that any email address you provide to us for Electronic Disclosures purposes belongs to you or to a person who has authority to act on behalf of, including to make transactions on, any of your accounts, loans, or services (each an "Account") at Banesco USA.

Consent Coverage; Certain Notices From You Are Not Covered

Applicable law or contracts sometimes require you to give us "written" notices. You must still provide these notices to us on paper. Your consent does not relate to those notices.

How to Update Your Records

By consenting to Electronic Disclosures, you agree to provide us with your current email address and update us as to any changes in such information by contacting us as provided for in the "Contact Us" section below. Any change to your email address will be effective only after we have received the changed email address and had a reasonable period of time to process the change.

If you fail to update or change an incorrect or invalid email address or other contact information, you understand and agree that any Electronic Disclosures shall be deemed to have been provided to you when such communication was made available by one of the electronic methods described above.

Requesting Paper Copies

Even after consent, you have the right to receive a paper copy of the legal disclosures and regulatory disclosures, terms of your Account and periodic Account statements and any other correspondence related to your account. If you would like to receive a paper copy, please contact us at the telephone number, email address, or other means as described in the “Contact Us” section below. Please include your name and mailing address and be sure to state that you are requesting a copy of the legal disclosures and regulatory disclosures, notices, terms of your Account, periodic Account statements, or any other correspondence. Your request to receive a paper copy is effective only after you have communicated your request by contacting Client Care Center as provided in the “Contact Us” section below and we have had a reasonable period of time to act upon your request. Applicable charges will apply for receipt of periodic Account statements in accordance with Banesco USA’s Schedule of Fees, as amended from time to time.

Withdrawal of Consent

Your consent to Electronic Disclosures shall apply to all transactions relating to the Account and shall remain in effect unless and until you withdraw such consent. If you consent to receive Electronic Disclosures and later change your mind, you may withdraw your consent and change to paper delivery format. You can notify us of your intent to cancel Electronic Disclosures by contacting us in the manner set forth below in the “Contact Us” section. If you withdraw your consent to this Electronic Disclosures, we reserve the right to amend the terms and features of any service, and/or terminate or convert your use of electronic service to a different or related Account or service.

Your withdrawal of consent is effective only after you have communicated your withdrawal by contacting Client Care Center as provided in the “Contact Us” section below and we have had a reasonable period of time to act upon your withdrawal.

If you have more than one Account and wish to withdraw consent, you must withdraw consent separately for each Account you wish to withdraw consent.

Withdrawal of consent will only apply to those communications that are required by law or regulation to be provided to you in paper form. We may continue to deliver to you in electronic format all other communications.

Signatures and Consent to Electronic Signature

You agree and authorize Banesco USA to use and accept any document or record signed by you with an electronic signature. You agree that an electronic signature may include, but is not limited to, any electronic symbol or process attached to a record, including, but not limited to, your use of a keypad, mouse, finger, or any other device or means to select an item, button, icon, checkbox, a secure access code, access token, or any other similar act (each, an “**E-Signature**”) as the legal equivalent of your manual/handwritten signature on any such document. You further agree that an E-Signature will be legally enforceable, for all documents, agreements, attachments, addendums, including, without limitation, all deposit and lending related documents such as account agreements, loan agreements, security agreements, mortgages, deeds of trust, guaranties, hypothecations, and pledges (collectively, “**Documents**”) in any way connected to any transaction, including but not limited to, confirming information, records, entering into transactions or agreements, changing user profile settings, and making other changes or updates to any account, loan, or any other record of yours at Banesco USA, whether such change is made via email, internet, on BanescOnline or BanescoMobile, via any device, or other electronic method (each a “**Transaction**”) being entered into between you and Banesco USA.

This consent specifically permits an E-Signature (as of the nature and type in use by Banesco USA from time to time) instead of handwritten signatures on any one or more of the Documents or in connection with any Transaction. You acknowledge and agree that E-Signatures will be just as enforceable as original paper documents with handwritten, ink signatures for enforceability of the Documents and Transactions containing the E-Signature, whether in court (state or federal), arbitration, or otherwise. Banesco USA agrees to accept such E-Signature as your true, correct, and binding signature and to enter into a Transaction with you in reliance thereon. You agree you will not raise any defenses or invoke any regulatory or statutory claim attempting to invalidate the enforceability of the Documents or Transactions to which the E-Signature is affixed.

Systems Requirements

In order to access, view, and retain your Account information electronically, you are responsible, at your own expense, for obtaining, installing, maintaining, and operating all software, hardware, browser, or other equipment and systems (collectively, "**Systems**") necessary for you to access and use BanescOnline or BanescoMobile. With respect to Systems requirements, you must have:

- A personal computer, smartphone, tablet, or other device which is capable of accessing the Internet.
- Internet access through an Internet Service Provider (ISP).
- An Internet web browser with capabilities to support a minimum 128-bit encryption.
- Use of the most current, fully patched, versions of Internet browsers for accessing BanescOnline or BanescoMobile. Some features of BanescOnline or BanescoMobile may not be supported with older browsers.
- Access to a printer and/or other storage medium such as a hard drive for downloading information or printing disclosures.
- An external email address for the delivery of electronic notices and disclosures.
- Fully updated anti-virus protection on your computer at all times.
- Software which permits you to receive and access Portable Document format or "PDF" files, such as Adobe Acrobat Reader® version 8.0 and above (available for downloading from our site before you consent).

You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet, and you hereby expressly assume such risks. You acknowledge that you are responsible for the data security of the Systems used to access the Internet, email, or BanescoOnline or BanescoMobile, and for the transmission and receipt of information using such Systems. You acknowledge that you have requested to conduct Transactions electronically with us, including but not limited to, through access to BanescoOnline or BanescoMobile, for your convenience; you have made your own independent assessment of the adequacy and safety of the Internet and Systems; and you are satisfied with that assessment. We are not responsible for computer viruses, malware, or other problems associated with the use of the Internet, the Systems, or any other device. We are also not responsible for any errors or failures caused by the malfunction or failure of the Internet or your Systems nor are we responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for, your Systems or other applications used to access the Internet. Although we may provide a link to a third-party website where you may download software, we make no endorsement of any specific software, hardware, or ISP, and your use of any such software, hardware, or ISP may also be subject to a license or other agreement of the relevant provider, in addition to the terms and conditions of this Agreement. We do not operate or control any information, content, products, or services provided by the linked websites. Your access, use, and reliance upon such content, products, or services is at your own risk.

Prior to agreeing to conduct Transactions with us electronically, enrolling in BanescoOnline or BanescoMobile, and accepting the electronic version of this Agreement, you should verify that you have the required hardware and software necessary to access the Internet, BanescoOnline or BanescoMobile, and you should retain a copy of this Agreement. If we change hardware or software requirements for the use of BanescoOnline or BanescoMobile, or to engage in Transactions with us electronically, and if there is a reasonable likelihood that such changes could impact your ability to access BanescoOnline or BanescoMobile or to engage in Transactions with us electronically, we will give you advance notice of the changes and provide you an opportunity to cancel the service without the imposition of any fees.

Termination/Changes

We reserve the right, in our sole discretion, to discontinue the provision of your Account information electronically, or to terminate or change the terms and conditions on which we provide Account information electronically. We will provide you with notice of any such termination or change as required by law.

To apply for an Account online you must:

- Be a U.S. citizen or resident alien (we cannot offer to title accounts opened online in the name of a trust, however, the trust can be set up as a beneficiary)

- Be 18 years or older
- Have a Social Security number, and a valid driver's license or other valid government-issued form of photo identification
- Have a previous home address (if you have lived at your current home address less than 6 months)
- Have a Checking or Savings account information to fund your new account (**funds must be available at the time of account application**)
- **Have individual email addresses for each account signer.**

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. **What this means for you: When you open an Account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.**

Contact Us

To Update Your Account Records, Request Paper Copies of Documents or Withdraw Your Consent to Receive Electronic Disclosures, Please Contact Us Using One of the Following Methods:

Via Mail: Banesco USA
3155 N.W. 77th Avenue,
Miami, FL 33122

Via Telephone: Within or outside the United States*, please dial: 1-888-228-1597 or 786-552-0524

When dialing from Venezuela, please dial: 0-800-122-8226

* Calls made from outside the United States of America may be subject to telephone carrier fees and charges.

Via E-Mail: customerservice@banescousa.com

Via BanescoOnline/BanescoMobile: You may also reach the Client Care Center by sending us a secure message through BanescoOnline or BanescoMobile.

Disclosures:

[Schedule of Fees](#)

Banesco USA is a Florida state chartered bank regulated by the Florida **Office of Financial Regulation (OFR)** and insured by the **Federal Deposit Insurance Corporation (FDIC)** and completely independent, and not a branch, of "Banesco" in other countries.

Consent

By consenting to this E-Sign Disclosure, you agree and consent to the following statements:

I confirm that I have read, understood and agree to be bound by the terms and conditions contained in this Electronic Disclosure and E-Signature Consent, and consent to receive electronically regulatory disclosures, terms and conditions of my Account, periodic Account statements, marketing material and any other correspondence or communications related to my Account.

I consent that Banesco USA may rely on my E-Signature and agree that my E-Signature will be just as enforceable as original paper documents with handwritten, ink signatures for enforceability of the Documents and Transactions containing the E-Signature, and I understand that the obligations herein shall bind my heirs, executors, administrators, successors, and assigns, and acknowledge that all rights, benefits and privileges hereby conferred on Banesco USA shall be and hereby are extended to and conferred upon and may be enforced by its successors and assigns.

I am authorized to provide consent, as well as Electronic Delivery elections and instructions, on behalf of all co-applicants for, and co-owners of, any of my Accounts. In the event that I am providing consent in a representative capacity on behalf of an organization, including but not limited to, a partnership, corporation, limited liability company, trust, non-profit or other organizational structure (an "**Organization**"), I acknowledge and understand that the obligations hereof shall continue in force, and apply, notwithstanding any change in the membership of such Organization, unless and until such consent is withdrawn as provided for herein, and Banesco USA has a reasonable opportunity to act on such withdrawal of consent.

Banesco USA will not be liable for any loss, liability, costs, expense, or claim for acting upon this authorization or arising from my use of the product or services provided pursuant to this Electronic Disclosure and E-Signature Consent.

Communications provided, and account statements, contain important information or disclosures concerning my accounts, loans, or other services and products and I agree to review such Communications in a timely manner and to timely report any suspected errors, discrepancies or unauthorized transactions in with my Accounts, loans, or other services and products.