



Member FDIC

## Electronic Communications Disclosure

Effective Date: February 1, 2014

**Please read this Electronic Communications Disclosure ("eCommunications Disclosure") thoroughly - It contains important information about your legal rights.** This eCommunications Disclosure covers all of your accounts, products, and services with Bank OZK and their affiliates (collectively, "we", "us", and "our") accessible, either currently or in the future, through a personal computer. The words "I", "you" and "your" mean each account holder, product owner and/or service user identified on an account, product or service.

### (1) Your Legal Rights

Certain laws and regulations require us to provide specific information to you in writing, which means you have a right to receive that information on paper. We may provide such information to you electronically if we first present this eCommunications Disclosure and obtain your consent to receive the information electronically. Your consent will also apply to any other person named on your account, product or service, subject to applicable law. At times, we may still send you paper communications, but as a basic proposition we need to know that you are willing to receive communications electronically that we may otherwise be required to provide on paper and that you have the hardware and software needed to access to this information.

### (2) Types of Electronic Communications You May Receive

You understand and agree that we may provide to you in electronic format only, through e-mail using our secure e-mailing system (if applicable and if you have provided a valid e-mail address), and other information and communications regarding your accounts, services and products, your relationship with us, and/or other programs, products or services that are or may be in the future made available to you (collectively, "Communications"). Such Communications may include, but are not limited to:

- This eCommunications Disclosure and any updates;
- Disclosures, agreements, notices and other information related to the opening or initiation of an account, product or service including, but not limited to, account agreements, fee schedules or other disclosures or notices that may be required by the Truth in Savings Act, Electronic Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm Leach Bliley Act, the Real Estate Settlement Procedures Act or other applicable federal or state laws and regulations;
- Periodic, annual, monthly or other statements, disclosures and notices relating to the maintenance or operation of an account, product or service including, but not limited to account information, account activity, account inactivity, payments made or due, or other statements required by the Truth in Savings Act, Electronic Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm Leach Bliley Act, the Real Estate Settlement Procedures Act or other applicable federal or state laws and regulations;
- Any notice or disclosure regarding an account, product or service fee, such as a late fee, an overdraft fee, an overlimit fee, a fee for a draft, check or electronic debit returned for any reason, such as insufficient funds fee or a fee as a result of a stop payment order;
- Any notice of the addition of new terms and conditions or the deletion or amendment of existing terms and conditions applicable to accounts, products or services you obtain from us;
- Our Privacy Policy and other privacy statements or notices (by posting such notices on our website);and
- Certain tax statements or notices that we are legally required to provide to you, such as the annual IRS interest statements; and
- Certain information or forms that we request from you and ask you to submit electronically, such as signature cards, W-9s, or other agreements.

### (3) Types of Communications You Will Receive in Paper

This eCommunications Disclosure does not apply to any communications that we determine, in our sole discretion, that we are required to deliver in paper form under applicable law or that you should receive in paper rather than electronic form. Such communications shall be mailed to the primary address we show for you in our records or otherwise delivered as required by law or the governing agreement.



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#### **(4) Hardware and Software Requirements**

While you may be able to access and retain the Communications using other hardware and software, we currently support the following minimum requirements and you should have up-to-date versions of software:

- An operating system, such as:
  - Windows 7, XP, or Vista; or
  - Macintosh OS X
- Sufficient free disk space on a hard drive to retain documents;
- A modem or other device allowing connection to the Internet;
- An Internet browser that can support the service. Microsoft Internet Explorer®, Mozilla Firefox®, and Safari® (Apple, Inc.® browser), are examples;
- An established e-mail account and address and the ability to access attachments to e-mail;
- An up-to-date version of Adobe® Acrobat® Reader or an Adobe Acrobat Reader browser plug-in. If you do not have this software, you can download a free up-to date version at [www.adobe.com](http://www.adobe.com);
- An up-to-date version of Adobe® Flash® Player. If you do not have this software you can download a free up-to- date version at [www.adobe.com/products/flashplayer](http://www.adobe.com/products/flashplayer) ;
- An up-to-date version of Java®, if you do not have this software you can download a free up-to-date version at <http://java.com>;
- Modification of browser security for items such as "cookies" may be required.

Most Communications are provided either in HTML and/or PDF format. For Communications provided in PDF format, Adobe Reader 6.0 or later versions is required - A free copy of Adobe Reader may be obtained from the Adobe website at [www.adobe.com](http://www.adobe.com).

You are responsible for providing us with a valid e-mail address to accept delivery of Communications. You agree that once we email the Communications to you that we have delivered the Communications to you in a form that you can retain.

To print or download Communications you must have a printer connected to your device or sufficient hard-drive or other storage space to store the Communications.

#### **(5) How to Withdraw Your Consent to this eCommunications Disclosure**

Subject to applicable law, you may withdraw your consent to this eCommunications Disclosure by calling our toll-free customer service phone number (1-800-274-4482), your local branch, or loan officer. You will not be charged a fee for withdrawal of your consent. Your withdrawal of consent is effective only after you have communicated your withdrawal to Bank OZK by calling or contacting the Bank; and Bank OZK has had a reasonable period of time to act upon your withdrawal. Your consent shall remain in force until withdrawn in the manner provided in this section.

**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 here does not relate to those notices.

#### **(6) Obtaining Copies of Electronic Communications**

You may print or make a copy of Communications by using the "Print" button (or otherwise using your printing functionality) or saving a copy. Upon request, we will provide you with a paper copy of any Communications provided electronically by us to you pursuant to this eCommunications Disclosure. You may request a paper copy of these Communications by calling us at the appropriate toll-free customer service phone number for your account, product or service. Be sure to specify your account, service or product identification number, as applicable, the specific Communication for which you are requesting a paper copy, and the address to which it should be mailed. We may charge fees for paper copies of the Communications.



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**(7) Updating Your Contact Information**

In the event that your e-mail address or other contact information is changed, you must notify us of such changes immediately through one of the following methods:

- Call our toll-free customer service phone number (1-800-274-4482) and communicate the contact information changes.
- Contact your local branch or Loan Officer.

If you fail to update or change an incorrect or invalid e-mail address or other contact information, you understand and agree that any Communications shall nevertheless be deemed to have been provided to you if they were e-mailed to the e-mail address we have for you in our records, or delivered through other electronic means.

**(8) Retain Copies for Your Records**

We recommend that you print or download a copy of this eCommunications Disclosure, the applicable service agreement and all other Communications to retain for your permanent records; if you have not already placed a copy of our Privacy Policy in your records, you can obtain another copy of our privacy policy.