



## Authorization for Electronic Transfer(s)

Prime Alliance Bank is hereby authorized and directed to debit my Prime Alliance Bank account:

Account Number # \_\_\_\_\_

Prime Alliance Bank Account Name \_\_\_\_\_

To make a deposit to my external bank account:

Financial Institution Name \_\_\_\_\_

Routing Number # \_\_\_\_\_

External Account Name \_\_\_\_\_

External Account # \_\_\_\_\_

External Account Type    Checking        Savings

This payment will:

[ ] be a *One-time Payment* to be initiated on \_\_\_\_\_.

OR

[ ] be a *Reoccurring Payment* beginning \_\_\_\_\_, and will reoccur monthly on the \_\_\_\_\_.

The amount of the payment will be \$\_\_\_\_\_ USD.

I understand that this authorization will remain in full force and effect until I notify Prime Alliance Bank by phone or address below that I wish to revoke this authorization. I understand that Prime Alliance Bank requires at least 3 business days prior notice to cancel this authorization. I certify that I have read and agree to the disclosure and agreement below.

X \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Position in Company (if applicable)

\_\_\_\_\_  
Phone Number

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Prime Alliance Bank (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the Adobe Acrobat Sign system. Please read the information below carefully and thoroughly. By proceeding after clicking 'Review and sign,' you agree that this agreement may be signed using electronic or handwritten signatures and you agree to this Electronic Record and Signature Disclosure (ERSD).

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the Adobe Acrobat Sign system during and immediately after the signing session and, if you elect to create a Adobe Acrobat Sign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

Unless you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the Adobe Acrobat Sign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the Adobe Acrobat Sign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Prime Alliance Bank:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [customerservice@primealliance.bank](mailto:customerservice@primealliance.bank)

### **To advise Prime Alliance Bank of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [customerservice@primealliance.bank](mailto:customerservice@primealliance.bank) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

### **To request paper copies from Prime Alliance Bank**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [customerservice@primealliance.bank](mailto:customerservice@primealliance.bank) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Prime Alliance Bank**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [customerservice@primealliance.bank](mailto:customerservice@primealliance.bank) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

## ELECTRONIC TRANSFER AGREEMENT

Prime Alliance Bank ("Bank") is hereby authorized and directed, whenever Bank receives an instruction which on its face is in compliance with the security procedure established by this Agreement, to transfer funds from Customer's account selected above. As used in this Agreement, the term "Transfer" shall be deemed to include a transfer of funds by means of the Automated Clearing House ("ACH") system within the United States, as defined by the National Automated Clearing House Association ("NACHA") operating rules.

Subject to Bank's normal cutoff hours and other deadlines whether legal, regulatory, or contractual, Bank is hereby authorized and directed to make transfer and to act upon other instructions relating to transfer upon receipt this instruction. Bank shall be under no obligation to make any transfer of an amount in excess of collected balance in Customer's account(s) with Bank, as such balance may be determined in good faith by Bank.

In its sole and unfettered discretion, Bank may seek verification or further authorization of any transfer request or related instruction. Bank may contact Customer by any reasonable means in order to obtain assurance of the authenticity or other correctness of a transfer request. Bank shall be under no obligation to do so in any case. However, if, upon attempting to obtain such verification, Bank is unable to do so, Bank may, in its sole and unfettered discretion, either make the transfer or decline to make the transfer or follow the instruction or decline to follow the instructions. In such an event, Bank shall not be liable to Customer for any actual loss of any kind or for any consequential, punitive, or exemplary damages in any amount, provided Bank has acted in good faith.

Customer understands that the numbers assigned to banks and to the account of recipients of transfer are critical to the transfer function. If Customer describes the intended recipient of a transfer, the intended recipient's bank, or any intermediary bank in a transfer request by name and number and makes an error in giving the number, the error may cause that payment to be made through the bank to the account specified by the number, rather than through the named Bank or the named intended recipient. Customer agrees that it will be responsible for the amount of the transfer in any such case.

Customer may ask Bank to amend or cancel transfer or related instructions, and Bank will use its best efforts to comply with such request if the request is made at a time and in a manner, which gives Bank a reasonable opportunity to act on the request before it makes the transfer or carries out the instructions as Customer originally requested.

Customer agrees to pay all fees or charges imposed by the Bank or intermediary bank for initiating the electronic transfer.

Customer represents and warrant to the Bank that:

- Customer owns or is an Authorized Signer on the Account held with the Bank and at the non-Prime Alliance Bank U.S. financial institution, or Customer has received specific authorization to debit the non-Prime Alliance Bank account by its owner.
- The account at the non-Prime Alliance Bank U.S. financial institution is a United States account;
- The non-Prime Alliance Bank account and applicable law permit transfers;
- Customer has the right to authorize and permits the Bank to access the accounts to complete such fund transfers or for any other purpose authorized by this agreement;
- By disclosing to the Bank and authorizing it to use account information and complete the transfer, you are not violating any third-party rights; and
- The information provided is true, current, accurate, and complete.

In no event shall Bank be responsible for any loss, claim, liability, damages or other amount arising in any way, directly or indirectly, from any error, failure, or delay in the performance of any of Bank's obligations under this agreement caused by natural disaster, fire, war, strike, civil unrest, error in operability of communication equipment or lines, or any other circumstance beyond the reasonable control of the Bank.

Customer agrees to indemnify Bank against, and hold Bank harmless from, any and all losses, costs, damages, and expenses (including reasonable attorney's fees and costs of investigation, at trial and on appeal) arising directly or indirectly from, or relating in any manner to, any actions taken by Bank which were reasonably believed by Bank to be taken pursuant to this Agreement, including, but not limited to, actions taken by Bank to amend or cancel any funds transfer instructions or any decision by Bank to effect or not to effect a transfer as provided in this Agreement, or any other action taken by Bank in good faith pursuant to its responsibilities under this Agreement.

Should any provisions of this Agreement be declared invalid or unenforceable, that provisions shall be ineffective only to the extent of the invalidity or un-enforceability. The remaining provisions of this Agreement shall be deemed to constitute agreement to the terms of the amendment.