



ESIGN DISCLOSURE AND CONSENT TO USE ELECTRONIC RECORDS

1. General

This ESIGN Disclosure and Consent to Electronic Records (this "Consent") applies to required and permitted notices, disclosures, statements, and agreements regarding all Accounts you currently have, or subsequently open, with Flagstar Bank, N.A., and is effective until you withdraw your consent. (See "Withdrawal of Consent" below.) Your consent to accept notices, disclosures, statements, agreements, IRS- required Forms, and Account-related documents and communications ("Account Documents", as more fully defined below) electronically means we may make Account Documents available to you in electronic form (for example, on a secure web site in HTML or Portable Document Format (PDF)) instead of in hard copy (paper) form.

If you agree to the terms and conditions of this Consent, your Accounts with us will be governed by and subject to any Account Documents we make available to you in electronic form after you agree to this Consent.

2. Definitions

- "We," "us," "our," and "Bank" means Flagstar Bank, N.A.
- "You" and "your" means the person or entity providing this consent, as well as each additional account owner, authorized signer, authorized representative, delegate, and/or user identified on any Bank account or loan that you apply for, access, own, administer or use now or in the future.
- "Account" means any deposit account, loan line of credit, debit card, credit card, prepaid card with us, or other online product or service offered through our websites in which you have enrolled, including without limitation Flagstar Bank Online and Mobile Banking Service Agreement or other user agreements;
- "Account Documents" means all documents that you obtain from us that are related to your Accounts. This includes, but is not limited to, the following:
 - Account agreements, including this Consent, and any amendments, modifications or extensions;
 - Account disclosures, terms and conditions, user authorizations, fee schedules, or other disclosures or notices related to the opening, initiation or use of an Account, including those 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;
 - preauthorized electronic funds transfer authorizations and confirmations;
 - periodic, annual, monthly or other statements, including any deposit Account and billing statements, and any notices related to such statements that we are required or permitted to include with the paper statements;
 - online bill payments and payment transaction detail and payment authorizations;
 - notices about the maturity and renewal of your time deposit (if and as applicable);
 - transaction histories, which include notices relating to fees such as overdraft fees and late fees;
 - change-in-terms information for your Accounts, any other disclosures that we are required or permitted to provide, required or permitted periodic disclosure notices related to: electronic funds transfer error resolution, loan billing rights, mortgage escrow analysis, our Privacy Policy, notices related to any dispute you might raise under the Uniform Commercial Code, the Electronic Funds Transfer Act or the Truth in Lending Act, fees, and other deposit and loan-related documents;



- policies and procedures (including our Privacy Policy);
 - responses to claims and disputes;
 - “Tax Forms” related to your Accounts, as defined below; and
 - All other communications or information related to your Accounts that we are required to provide in writing in connection with our relationship with you.
- “Tax Forms”, means any tax form relating to any of your Accounts, including but not limited to W9s, 1098s, and 1099s, and any other IRS-required tax forms or reports.

3. Scope of Consent

To open an Account online, receive statements, and/or receive Tax Forms and other Account Documents in an electronic form, you must consent to electronic delivery of the applicable Account Agreement(s) and all other Account Documents. This E-Sign Consent applies to all Account Documents and/or communications for all Accounts and Services, except to the extent it conflicts with the terms and conditions of a separate electronic disclosure and consent with respect to such Accounts and Services.

If you have accepted electronic delivery of Account Documents for your Account(s) with us, future changes to your Account Documents and new Account Documents will be delivered to you electronically, as allowed by applicable law, except as described in this Consent.

After you consent to the use of electronic signatures and communications, you must also set your preferences to receive certain categories of Account Documents in electronic format or paper format. Setting your Delivery preferences may not be available for all Accounts. Additionally, we reserve the right, but assume no obligation, to provide paper copies of any communication that you have authorized us to provide electronically, even if you set your preferences to Electronic Delivery for those communications.

Modifying your delivery preferences does not constitute a withdrawal or modification of your consent to Electronic Delivery. To withdraw your consent to receive communications by Electronic Delivery, you must follow the instructions set forth in the section titled "Withdrawal of Consent" in Section 5 below.

Unless you choose to withdraw your consent by contacting us as provided below (see “Withdrawal of Consent”), your consent to receive Tax Forms electronically will be effective so long as you have an Account with us, or that we are servicing, at any time after you agree to this Consent.

4. Requesting Paper Copies

For Account Documents scheduled for electronic delivery, you should not expect to receive a paper copy of any document unless you request it, or if we are unable to deliver your document electronically. You can obtain a paper copy of an electronic communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the document to you electronically.

You may ask for paper copies of Account Documents (including Tax Forms) sent electronically by contacting us as provided below. We may charge you a reasonable fee (refer to your account agreement) for sending non-electronic (paper) versions of Account Documents (including Tax Forms) provided to you previously in electronic form. Requesting a paper copy of a Tax Form or any other Account Document will not withdraw your consent for electronic delivery of Account Documents. (See “Withdrawal of Consent” below.)

5. Withdrawal of Consent



You may withdraw your consent to receive Account Documents electronically; this will not affect the legal effectiveness, validity, or enforceability of Account Documents that you accepted electronically or that were made available to you electronically prior to your consent withdrawal. If you withdraw your consent for electronic delivery of Account Documents for any reason (including changes in computer hardware or software required), we may discontinue certain electronic services (such as online banking services).

To withdraw your consent for electronic Account Documents, write to Flagstar Bank, Bank by Mail, 102 Duffy Avenue, Hicksville, NY 11801. Any withdrawal of your consent to receive Account Documents and/or communications electronically will be effective only after we have a reasonable period of time to process your withdrawal.

A withdrawal of consent ensures the future delivery of Tax Forms and other Account Documents in paper form (including, for example, by U.S. mail), but does not apply to any Tax Forms or other Account Documents that have already been consented to and that have already been provided electronically. It also does not apply to Account Documents already being processed for electronic delivery when the Bank receives a consent withdrawal.

Withdrawal of consent for certain Account Documents may result in a fee or a change in a fee amount for some Accounts. If your Account requires electronic delivery of Account Documents, we may also close the Account and transfer the funds in the Account to a similar type of Account that does not require electronic delivery of Account Documents. We will notify you of any such change to your Account. We may use our discretion to determine the similar type of Account and shall have no liability for exercising our discretion. The similar type of Account may pay a lower rate of interest, have a lower Annual Percentage Yield and/or have a different maturity date (if applicable). In addition, if your Account is a time deposit account, an early withdrawal penalty may apply if the account is closed before its maturity date. Please refer to your account agreement for additional information.

If the event of account closure, future delivery of Tax Forms and other Account Documents will be in paper form (including, for example, by U.S. mail). Account Documents that have already been consented to and that have already been provided electronically will no longer be available electronically.

6. Hardware and System Requirements

In order to access, view, print, and retain electronic Account Documents, you must have the following:

- Access to a device (e.g., computer, smartphone, mobile device, tablet, etc.) suitable for connecting to the Internet, or downloading our mobile apps with the most current version (or the version released just prior to) of (i) an operating system, such as Windows, Mac OS, iOS or Android, and (ii) an internet browser, such as Edge, Safari, Firefox, or Chrome, that supports 256-Bit encryption and JavaScript, including any available security updates to ensure a maximum encryption;
- A connection to the internet;
- A printer to print and/or a computer or other data storage unit to retain the electronic Account Documents;
- A valid email account and e-mail software to access it.; and
- Software that enables you to view and display files in HTML and PDF format.

We reserve the right to discontinue support of a software or an operating system if, at our discretion, it suffers from a security flaw or other flaw that makes it unsuitable for use. If our system requirements change, and the change creates a material risk you would not be able to access, view, print, or retain electronic Account Documents, we will give you notice of the revised system requirements.

7. Termination and Changes



We reserve the right, in our sole discretion, to discontinue providing you with electronic Account Documents, or to terminate or change the terms and conditions under which we provide electronic Account Documents. We will provide you with notice of any such termination or change as required by law.

8. Acceptance and Consent

By consenting to the E-Sign Consent, you agree to the following:

- I have read, understand and agree to be bound by the terms and conditions contained in this E-Sign Consent, and consent to receive Account Documents and/or communications and execute documents via Electronic Delivery according to the process described herein;
- I am able to download and review files in HTML or PDF format, and I have internet access and can send and receive emails with links to websites;
- Certain Account Documents and/or communications may be delivered to me in paper form and in the future some or all of these communications may be made available for me to view electronically in accordance with this E-Sign Disclosure;
- My consent to receive Account Documents and/or communications electronically does not automatically expire and is not limited as to duration;
- I may incur costs, including but not limited to online time and other charges from my internet service provider or telephone carrier in accessing and/or viewing Account Documents and/or communications;
- 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;
- I may terminate or suspend Electronic Delivery at any time at my discretion;
- Flagstar Bank, N.A. will not be liable for any loss, liability, cost, expense, or claim for acting upon this authorization or arising from my use of the product or services provided pursuant to this E-Sign Consent;
- Communications provided along with my account statements contain important information or disclosures concerning my Accounts or Services and I agree to review such communications in a timely manner; and
- I have an active email account and will promptly notify the Bank of any change in my e-mail address and/or U.S. mailing address, or corrections to my account information such as your tax identification number, by either

- a) calling 888-248-6423, or
- b) writing to:

Flagstar Bank
Attn: Bank by Mail
102 Duffy Avenue
Hicksville, NY 11801