

Consumer Lending Portal and Electronic Disclosure Agreement

What this Agreement Covers

To use electronic signatures and receive documents electronically in connection with your use of Enterprise Bank's (the "Bank") Online Consumer Lending Portal (the "Portal"), you must read and consent to the terms outlined in this agreement (the "Agreement"). The Agreement between you and the Bank governs your use of the Portal offered by the Bank. By providing your consent you agree to allow the Bank to provide electronic documents to you through email and communicate with you through email and other electronic means. The Portal enables you to view loan statuses, send secure messages to us, and upload documents as it/they may pertain to your online consumer loan application with the Bank.

Acceptance of the Agreement

By selecting the check box 'I agree to use electronic documents and signatures', you acknowledge and agree to the statements, terms and conditions set forth below:

- A. You agree to allow the Bank to communicate with you by sending to your contact email address a required notice or request for information as it relates to your consumer loan application with the Bank;
- B. You agree to notify the Bank of any changes to your contact email address so that the Bank may continue to send you electronic notifications. You will also notify the Bank of any physical address changes or changes to your telephone number;
- C. In the event the Bank is unable to transmit an email notification or request to you due to an inaccurate email address, the notification or request will be mailed to your physical address of record; and
- D. Except as expressly provided in this Agreement, your use of the Portal does not change your rights and obligations related to any existing consumer loan relationships with the Bank.
- E. You can print on paper this Agreement, or save or send this Agreement to a location where you can print it, for future reference and access;
- F. You acknowledge and agree that you have read and understand, and agree to be bound by this Agreement, and consent to receive through electronic means all notices, disclosures, authorizations, communications, and other documents that are required to be provided or made available to you by the Bank

Requirements for Hardware and Software

To utilize the Portal and receive electronic documents through email, you must have the ability to access and retain electronic documents through an access device. An access device may include a desktop, laptop, tablet, mobile, or other electronic device. Hardware and Software requirements of the access device include:

- A. Internet Access;
- B. An active email account;
- C. One of the following web browsers that is not more than one (1) version behind its most recent release:
 - Microsoft Edge
 - Mozilla Firefox
 - Google Chrome
 - Apple Safari
- D. One of the following Operating Systems:
 - Windows 7+
 - Mac OS 10.14+
 - SSL Encryption
- E. Sufficient electronic storage on your access device or an external storage device to retain documents and disclosures in electronic form; or
- F. A printer to retain records on paper; and
- G. Software to receive and access Portable Document Format or "PDF" files, such as Adobe Acrobat Reader®

Your access to this page verifies that your system / device meets these requirements, and you have access to a "PDF" reader software.

We are continually upgrading the Portal to provide you with the most valuable and secure online access. As we add new functionality to the Portal, there are certain browser versions and operating systems that do not support these changes. We recommend that you use the latest version of the supported browsers and keep your security settings up to date.

Updating Your Email Information

You must provide the Bank with your own valid and current email address where you can receive email, access hyperlinks, and access electronic documents. You may update your email address or other contact information through one of the following:

- A. Contact the Bank by telephone at (978) 459-9000 or toll-free at (877) 671-2265;
- B. Visit a branch location (visit www.EnterpriseBanking.com/Locations for a current listing)

Your Rights and Options under this Agreement

Paper or Non-Electronic Form. The Bank is required to give you certain documents “in writing” which means you are entitled to receive a paper version of the document. To use the Portal, you must consent to receiving notifications and requests for consumer loan application-related information electronically. If you do not wish to consent to receiving these notifications and requests electronically, please contact the Bank by telephone at (978) 459-9000 or toll-free at (877) 671-2265. Your consent to using this Portal will not impact how you receive any billing statements related to the servicing of your consumer loans and you will continue to receive those in the same format in which you currently receive these documents, including, if applicable, paper. If you would like to receive your notifications and disclosures related to your new consumer loan request electronically, however, you must agree to the terms set forth in this Agreement. You may still request a paper copy of disclosures and notifications delivered to you electronically. To request a paper copy, contact the Bank by telephone at (978) 459-9000 or toll-free at (877) 671-2265.

Withdrawal of Consent to Electronic Delivery. If at any time after you consent to electronic delivery through email you wish to withdraw your consent to electronic delivery, you should notify the Bank by telephone at (978) 459-9000 or toll-free at (877) 671-2265 for further assistance.

Duration of Consent. If you consent to electronic delivery of your loan notifications and requests, your consent will apply only to your new consumer loan inquiry or request.

Your withdrawal of consent will become effective after we have had a reasonable opportunity to act upon it. Because we may provide certain notifications and disclosures immediately when processing your new consumer loan request, you may not be able to withdraw your consent to receive those disclosures electronically. However, you may withdraw your consent to receive future notifications and disclosures electronically.

Bank’s Rights

The Bank reserves the right to amend any portion of this Agreement from time to time including, but not limited to, the elimination of the Portal. The Bank will make available to you either electronically or in physical paper form a copy of any amendments when required by applicable law.

Portal Availability

The Bank may change, suspend, or eliminate all or any aspect of the Portal without notice to you. The Bank shall not be liable to you or be considered in breach of the Agreement due to any delay or failure to perform arising from any cause or condition beyond the Bank’s reasonable control. Such causes may include but are not limited to acts of God or of the public enemy; acts of any government; power or telecommunications failures; unusual online usage spikes; and attacks on networks or servers or viruses which are not preventable through generally available retail products.

Governing Law

The Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts, without regard to any conflict of law provisions. In the event of any conflict between the provisions of the Agreement and applicable law or regulation, this Agreement shall be deemed modified to the extent necessary to comply with such law or regulation.

Contact Information

For questions concerning the Portal or to request information about your consumer loan (inquiry/application) contact the Bank by telephone at (978) 459-9000 or toll-free at (877) 671-2265. For business hours visit www.EnterpriseBanking.com/Locations.