



## Idaho Trust Bank E-SIGN Consent Agreement

Please read this E-SIGN Consent Agreement carefully and retain a copy for your records.

This E-SIGN Consent Agreement applies to all required disclosures and agreements related to the Account(s) for which I am applying and/or as well as all communications and required disclosures related to the ongoing maintenance of all my Accounts, including those accessed through internet banking, which I have with Idaho Trust Bank, and will be effective until I expressly withdrawn this consent.

- 1. Definitions.** In this E-SIGN Consent Agreement, the following definitions apply: “**Client**” and “s/he” means the person who is applying to establish an Idaho Trust Account. “**Bank**” means Idaho Trust Bank and any person, company, bank or financial institution that is an assignee of Idaho Trust Bank’s rights. “**Account**” means any account the Client has with the Bank. “**Disclosures and transactions**” includes, but is not limited to the following information sent to Client electronically via email or by access to a web site that the Bank will designate in an email notice sent to Client at the time the information is available:

  - All legal and regulatory disclosures required by law and other information about Client legal rights and duties;
  - Notices or disclosures about a change in the terms of Client Account or associated payment features and responses to claims;
  - Billing statements and disclosures, including but not limited to this E-Sign Consent Agreement, the Idaho Trust Privacy Policy, and all other federal and state required forms, disclosures and documents;
  - All other communications from Bank to Client concerning Client Account(s).
- 2. Consumer Consent.** Client hereby gives affirmative consent to receive electronic Disclosures as described herein. Client further agrees that Client’s computer satisfies the hardware and software requirements specified herein and that s/he will provide the Bank with a current email address at which the Bank may send electronic Disclosures to Client. When s/he uses a product or service to which this Disclosure applies, Client agrees that the Bank may provide Client with any Disclosure in electronic format, and that the Bank may discontinue sending paper Disclosures to Client, unless and until s/he withdraws consent as described below.
- 3. What Client will need.** In order to access and retain the electronic Disclosures Client will need the following:

- A personal computer, operating system and telecommunications connections to the internet capable of receiving, accessing, displaying, and either printing or storing Disclosures received from the Bank in electronic form via a plain text-formatted email or by access to the Bank's web site using one of the browsers specified below.
- A current web browser that supports 128-bit encryption. Minimum recommended browser standards are Microsoft Internet Explorer version 8.0 and above (see [www.microsoft.com/ie](http://www.microsoft.com/ie) for current version), Mozilla Firefox current version (see [www.mozilla.com](http://www.mozilla.com) for current version), Apple Safari current version (see [www.apple.com/safari](http://www.apple.com/safari) for current version), or Opera current version (see [www.opera.com](http://www.opera.com) for current version). The browser must have cookies enabled;
- A valid email address through an internet service provider;
- Sufficient electronic storage space on Client computer's hard drive or other data storage unit to save past Disclosures and/or an installed printer to print such Disclosures;
- In the event a disclosure is sent by a secure email service, Client understands that s/he may need to establish a user id and password with the secure email service. S/he further understands that use of the secure email service is at no cost to Client.

**4. Requesting Paper Documents and Withdrawing Consent.** Client understands that s/he may request paper copies of the Disclosures within 180 days of the date of the Disclosure, and that the Bank will provide them to Client by mail at no charge. Client understands that s/he has the right to receive these Disclosures in paper form. Client can request paper copies and/or withdraw consent by contacting Bank via fax, email or in writing at:

Via fax: 208-350-2020  
 Via email [info@idahotrust.com](mailto:info@idahotrust.com)  
 In writing: Idaho Trust Bank  
 Attn: E-SIGN  
 888 W. Broad Street  
 Boise, ID 83702

At Client's option, the Bank may treat Client provision of an invalid email address, or the subsequent malfunction of a previously valid email address, as a withdrawal of Client consent to receive electronic Disclosures. Any withdrawal of Client consent to receive electronic Disclosures will be effective only after Bank has a reasonable period of time to process the withdrawal.

- 5. Updating Email Address.** Client can change Client email address by contacting the Bank via fax, email or in writing at:

Via fax: 208-350-2020  
Via email [info@idahotrust.com](mailto:info@idahotrust.com)  
In writing: Idaho Trust Bank  
Attn: E-SIGN  
888 W. Broad Street  
Boise, ID 83702

- 6. Legal Effect.** By consenting, Client agrees that electronic Disclosures have the same meaning and effect as if the Bank provided paper Disclosures to Client. When the Bank sends Client an email or other electronic notification alerting Client that the Disclosure is available electronically and the Bank does in fact make it available online, that shall have the same meaning and effect as if the Bank provided a paper Disclosure to Client, whether or not Client choose to view the Disclosure, unless s/he had previously withdrawn consent to receive Disclosures electronically. Client understands and agrees that Disclosures are considered received by Client within 24 hours of the time emailed to Client unless the Bank receives a notice that the email was not delivered.
- 7. Disclosures in Writing.** All Disclosures in either electronic or paper format from the Bank to Client will be considered “in writing.” S/he should print or download for Client’s own records a copy of this Disclosure and any other communication that is important to Client.
- 8. Federal Law.** Client acknowledges and agrees that consent to electronic Disclosures is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that the Bank and Client both intend that such act apply to the fullest extent possible to validate the ability to conduct business with Client by electronic means.
- 9. Delay or Failure.** Client understands and agrees that the Bank is responsible for sending notice of the Disclosures to Client electronically including at the email address Client have provided, but is not responsible for any delay or failure in Client receipt of the email notices.
- 10. General.** Client understands and agrees that the Bank reserves the right to terminate or discontinue this electronic Disclosure service, change the terms of use of this service or send Disclosures in paper form at any time and at the Bank’s sole discretion. The Bank will provide Client with notice of any such termination or change as required by law.