



## **E-SIGN Disclosure and Consent Agreement**

This E-SIGN Disclosure and Consent Agreement (the “Consent Agreement”) documents your consent to conduct transactions electronically and to electronically receive disclosures and notices relative to your use of our website(s) and services, including but not limited to executing loan and/or deposit account documents and receiving notices or statements regarding the same (“Services”), provided by International Bank of Chicago.

The Consent Agreement also describes your rights relative to conducting transactions electronically and to electronically receiving disclosures and notices, as well as the consequences of withdrawing your consent. We recommend you print and retain a copy of this Consent Agreement and all the disclosures and agreements related to this transaction.

Once you consent, you will be able to electronically access and accept any additional necessary agreements and disclosures. If you do not consent, you will not be able to use our Services electronically.

### **Definitions**

“**We**,” “**us**,” and “**our**,” are used to refer to International Bank of Chicago and/or our agents, assignees or service providers.

“**You**” and “**your**” refer to the person(s) providing consent.

“**Access Device**” means any electronic device you use to access your account and view electronic documents. This includes but is not limited to: a traditional computer such as a desktop or laptop computer; or a mobile device such as a tablet computer or a smartphone.

“**E-SIGN Act**” means the Federal Electronic Signatures in Global and National Commerce Act.

### **Acknowledgement**

You understand, prior to consenting, that:

1. **Consent to Electronic Disclosures and Notices.** This Consent Agreement applies to your consent to, and your request for, the electronic delivery of all statements, disclosures, notices, agreements, terms and conditions, records and other information, including any disclosure or notices required to be provided to you in accordance with Federal or state law or regulations (“Communications”) for and relating to the accounts, products and services offered and/or accessible through the Services, including but not limited to the electronic execution of loan and/or deposit account documents, as well as products and services that may become available or that you may opt to receive in the future. By accepting this Consent Agreement you acknowledge and agree that we may deliver such Communications to any email address you provide to us.

**2. Intent to Use Electronic Signatures.** By consenting, you agree we may use electronic signatures, as defined by the E-SIGN Act, and obtain them from you as part of our transactions with you. Electronic signatures can include, but are not limited to, your act of clicking, checking or otherwise manifesting your assent throughout your use of the Services. You agree that your electronic signature is the legal equivalent of your manual signature and will continue to be throughout your use of the Services. You agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or in providing or making any agreement, acknowledgement, or consent constitutes your signature, acceptance and agreement as if actually signed by you in writing. You also agree that no certification authority or other third-party verification is necessary to validate your electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of your electronic signature of any resulting agreement or contract.

**3. Paper Copies.** You agree that we do not need to provide you with additional paper (non-electronic) copies of any disclosures, agreements, change notices, terms and conditions or any other documents, unless specifically requested by you. Even after you consent, if you want to receive a paper copy of a Communication in addition to the electronic Communication, you can either print the Communication on your printer or obtain one free of charge by calling us or writing to us at the number or address listed below.

**4. Withdrawal of Consent.** You can withdraw your consent to receive electronic Communications or to use electronic signatures at any time by writing to us or emailing us using the contact information below. **If you withdraw your consent, however, it may impact or terminate your ability to access and use the Services or other services you have requested electronically.** Your withdrawal of consent will become effective after we have a reasonable opportunity to act upon it.

**5. Agreement to Maintain Current Contact Information.** By consenting to conduct transactions and receive Communications electronically, you agree to provide us with the information (including, without limitation, your name, address, phone number, and a current email address) needed to communicate with you electronically and to update us with any changes in such information by writing to us or emailing us using the contact information below.

We reserve the right to provide any Communication in writing, rather than electronically. We reserve the right, but not the obligation, to discontinue support of certain equipment and/or software if, in our sole discretion, it creates a security or other risk.

## **Hardware and Software Requirements**

By consenting to this Consent Agreement, you confirm that your Access Device meets the minimum hardware and software requirements necessary to view and retain your electronic documents.

To access your electronic documents on a mobile device, you will need a mobile device with any of the operating systems compatible with Adobe® Acrobat® Sign's® mobile app requirements, available here: <https://helpx.adobe.com/sign/system-requirements.html>.

You will also need a data plan provided by your wireless carrier and an up-to-date mobile internet browser that is compatible with, and supported by, your operating system (e.g., Chrome or Safari); if you wish to view PDF files on your mobile device, you will need software that accurately reads and displays PDF files (such as the mobile version of Adobe Reader®); and a printer and/or storage device if you wish to print or retain any electronic documents.

To access your electronic documents on a traditional computer, you will need a computer with any of the operating systems compatible with Acrobat Sign's system requirements, available here: <https://helpx.adobe.com/sign/system-requirements.html>. You will also need a printer and/or storage device if you wish to print or retain any electronic documents.

You are solely responsible for the set-up, installation, operation, and maintenance of the Access Device you use to access Communications and provide electronic signatures, and for providing your own access to the Internet through the Internet service provider of your choice. We are not responsible for any errors or failures from any malfunction of your Access Device, whether arising from a virus or any other hardware or software problem.

### **Multiple Access**

Your acceptance of this Consent Agreement on one Access Device constitutes your acceptance on all Access Devices you use. For example, if you view and accept this agreement on a mobile device, the terms of this Consent Agreement will apply to electronic documents accessed on a traditional computer (or vice versa).

By viewing and accepting this Consent Agreement on any Access Device, you are reasonably demonstrating your ability to access and view electronic documents in the format that the services are provided on that Access Device and all subsequent Access Devices. If you change Access Devices (or use multiple Access Devices), it is your responsibility to ensure that the new Access Device meets the applicable system requirements and that you are still able to access and view electronic documents on the subsequent Access Device. Continuing your use of the Services on other Access Devices is your reaffirmation of this Consent Agreement.

### **Contact Information**

International Bank of Chicago  
Attention: Customer Service  
5069 N Broadway  
Chicago, IL 60659  
773-769-2899

### **Consent and Agreement**

By clicking "Continue", you consent to having all documents and disclosures provided or made available to you in electronic form, to the terms of this Consent Agreement and to doing business with us electronically. You also consent and agree to the use of electronic records and electronic signatures in connection with transactions with us instead of written documents and handwritten signatures.

By clicking "Continue", you agree to the terms of this Consent Agreement and choose to conduct this transaction electronically, receive the documents and disclosures electronically and be legally bound by use of your electronic signature in connection with your transactions with the International Bank of Chicago.