



## International Bank of Commerce “IBC Bank” Electronic Disclosure Consent and Agreement

Before you can begin or continue opening your account, you must consent to receiving disclosures, documents and communications from us in an electronic format rather than paper. Before you decide whether you wish to provide your consent to receiving electronic disclosures, you should read and consider the following information. If you decide to consent, click the "I have read and agree to the ESIGN Disclosure and Agreement" button on the screen. For your consent to be effective, your computer and browser will need to meet the minimum hardware and software requirements discussed below.

This statement contains important information that we are required by law to provide to you. You should keep a copy for your records. If you have any questions about E-disclosures that are not answered, feel free to communicate with us by speaking to an online banking customer service representative by calling your local IBC Voice number and choosing Option 7.

### 1. Scope of Communications to Be Provided in Electronic Form

Your consent is voluntary, but we cannot open an account online for you if you do not consent. If you are unwilling to receive communications and disclosures electronically, you may decline to continue with your online account opening by clicking “CANCEL” on the application.

If you consent, we may send all communications, contracts, notices, statements, or disclosures that are related to IBC Bank in an electronic format. You also agree that any signatures by you or us may be submitted in electronic format rather than on paper.

You acknowledge and agree that:

- We may send you any communication electronically and we will terminate paper delivery of communications.
- Your consent to receive electronic communications will automatically enroll you in e-statements and allow us to electronically send you all communications by the methods set forth below in Section 2.
- We may, in our discretion, provide a paper (instead of electronic) copy of any communication that you have authorized us to provide electronically.
- You and we may sign and execute documents with electronic signatures, which will be just as effective and binding as a signature on paper. Your agreement to electronic signatures applies to any and all documents that you have agreed to receive electronically.

### 2. Method of Providing Communications to You

All Communications (including alerts that Communications have been provided or posted via any of the methods set forth below) will be provided by one or more of the following methods:

- Through our website, including our mobile websites or, to the extent permitted by law, a website that we will designate in advance for any such Communications;
- Text messages and push notifications to your mobile device;
- Secure messages via IBC Online Banking; or
- By requesting you to download a Hyper Text Markup Language ("HTML") file or a Portable Document Format ("PDF") containing the electronic Communication.

Your disclosures, agreements, statements and other electronic disclosures will be provided an Adobe Portable Document Format (PDF). To access and retain a PDF file, you need the free Adobe Acrobat Reader.

### 3. TEXT MESSAGE (SMS) SERVICE

**You acknowledge and agree that you may receive periodic calls, text messages, or other electronic messages, including automated messages, regarding any IBC Bank services to any mobile device through any phone number you submit to us. You may opt out of receiving text messages at any time. To opt out of receiving text messages from IBC Bank, reply STOP to 226563. If you need help with the text message service, reply HELP to 226563.**

**Standard message and data rates apply to all text messages sent to or received from us. For more information regarding these rates please review your mobile service plan or contact your mobile carrier. You are responsible for charges from your carrier.**

#### **4. How to Obtain Electronic Disclosures (E-Disclosures)**

You may view, download, or print electronic notices and disclosures from your computer if you have the hardware and software described below. You can also save copies to your hard drive or other media for viewing and printing at a later time.

If you have trouble printing or if you need a paper copy for a special situation, you may request a paper copy from us by contacting us through any of the methods listed above. We may charge a fee. Check the current Schedule of Fees and Charges.

#### **5. System and Equipment Requirements**

You need a computer or mobile device with access to the Internet. You must first obtain access to the Internet with compatible hardware, software and web browser. Bank requires you to use a web browser that supports adequate security measures including SSL encryption technology or additional security measures as Bank may require, such as Microsoft Internet Explorer version 10 and above, or the most current version of Chrome, Firefox or Safari. You need Adobe Acrobat Reader version 8.0 or newer to access pdf documents. Obtaining and maintaining adequate Internet access is your responsibility, and you are solely responsible for all Internet Service Provider ("ISP") fees and costs. **You understand that the Bank is not responsible for any computer virus or related problems that may be associated with your use of the Internet in general or your use of IBC Bank Online services via the Internet.**

To provide the highest level of confidentiality and security, we require use of browsers that provide encryption using 128-bit key. The higher the level of encryption, the harder it is for unauthorized persons to read information. Major browser suppliers (Microsoft Internet Explorer, Safari, etc.) support 128-bit encryption versions that are available for download from their respective Websites without charge. The encryption level may be called cipher strength or refer to cryptography.

We may revise hardware and software requirements, and if there is a material chance that the changes may impact your ability to access the disclosures we will notify you of these changes thirty (30) days in advance and provide you an opportunity to change your method of receiving disclosures (e.g. change to paper format vs. an electronic format) without the imposition of any fees.

#### **6. Cancellation of E-Disclosures**

You have the right to withdraw consent by: (i) Contacting IBC in writing to IBC Bank Online Services, P.O. Box 659507 San Antonio, TX 78265-9507; (ii) sending your request via secured message through IBC Bank Online; or (iii) by speaking to an online banking customer service representative by calling your local IBC Voice number and choosing Option 7.

If you write us a letter, please be sure to identify yourself and the applicable accounts.

#### **7. Address Changes**

In order to provide electronic disclosures, we must maintain current customer email address at all times. It is your sole responsibility to provide us with your correct contact information, including your email address. You should notify this institution of any changes to your personal contact information through any of the methods described above in Section 3.

#### **8. Proceed with Acceptance of E-Disclosures**

By clicking "I have read and agree to the E-SIGN Disclosure and Agreement", you agree to accept account related disclosures in an electronic format. You also agree that you have the necessary equipment for accessing and viewing the disclosures and you agree to notify us if you change your email address or if you no longer want to receive disclosures electronically.

As part of the registration process, we may send you an email and ask you to confirm your email address, and your ability to access electronic disclosures.

If you do not want e-disclosures, click "Cancel" in the application.