

# eDocument Terms and Conditions

Last Modified: June 2019

Thank you for your interest in receiving electronic documents from Bank of Marin (“Bank”). These services are available to you at no cost, and will allow you to view your current and past Account statements, notices, and other Documents for your eligible accounts within our Online Banking system. You will be receiving both electronic and paper documents. As part of the registration process, please read the following Consent and Authorization to specify the delivery method of your documents below and indicate your acceptance of delivery method. You must opt out of receiving paper documents if you do not wish to receive a paper copy of your documents in addition to your online documents. Opt out by selecting “Electronic Delivery Only”.

## **Consent and Authorization to Add Online Documents**

In this Consent and Authorization, the words “I,” “me” and “my” refer to each person who electronically “signs,” below. The words “User ID and Password” mean the User ID and Password that I entered to access my Online Banking profile and this Consent and Authorization. The word “Account” means each account held at the Bank under this Online Banking profile, including but not limited checking, savings, money market, certificate of deposit and loan accounts. “Tax Document” provides Consent for eTax Documents for all accounts where you are the identified primary account holder. Consent for each eDocument type must be provided on the Manage Delivery Preferences menu by selecting “Electronic Delivery Only” for Delivery Method to opt out of receiving paper documents.

I understand that by selecting “Electronic Delivery Only” to receive account related documents and communications electronically, I agree to receive through the Internet, as applicable to my Account, periodic account statements, account analysis statements, maturity notices, loan statements and notices, overdraft notices, annual privacy notices, legal notices, Tax Documents and all other notices relating to my Account (“Electronic Documents”). I understand that my agreement to receive “Electronic Delivery Only” from you does not preclude your sending of such communications to me by other means, either in addition to or instead of an Electronic Document, and that I can discontinue receipt of Electronic Documents Only and also receive paper documents.

For account analysis, I understand that my agreement to receive account analysis statements electronically will constitute my acceptance of electronic analysis statements for all the accounts that may be, at any time, consolidated into a composite hierarchy

For loan documents, I agree that by opting out of receiving paper documents, I will no longer receive return envelopes by mail to send in my loan payments. I understand that I may request envelopes at any time by contacting the Bank in writing, by telephone, or by going into a branch. I agree that although I no longer receive my loan statements by mail, I will be responsible for

making all loan payments timely either electronically by accessing the Bank's Online Banking service, by going into a branch, and/or by making the payments to Bank of Marin, PO BOX L, Novato, CA 94948.

### **Method of Delivery**

Electronic Documents may be sent to me by any electronic manner, such as by posting on the Bank's Online Banking System, making accessible through links provided in other Electronic Documents, such as on my eStatements Account or elsewhere or by e-mail at the primary e-mail address I have provided to the Bank.

I understand that by agreeing to receive "Electronic Delivery Only", I am authorizing the Bank to discontinue sending account and loan statements and notices, including annual privacy notices, legal notices and all other notices relating to my Account to me in paper form, and that I will be deemed to have received any Electronic Document on the earlier of (i) the day that the Bank initiates an email containing or referring to the Electronic Document to the primary e-mail address I have provided to the Bank, or (ii) the day on which I view the Electronic Documents on the Bank's Online Banking System. In other words, I understand that once I receive an email or other electronic communication referring to an Electronic Document that must be viewed on or printed from within Online Banking System, I will be deemed to have received the account statement, privacy, legal or other notice to which the email or other electronic communication refers. .

### **Additional Terms Applicable to Electronic Documents and My Agreement to Receive Them**

I am authorized to access the Account through Online Banking. By logging in with my User ID and Password, clicking the box that says that I have agreed to the terms of the eDocument Agreement and Disclosure the first time I access it, choosing the delivery method I would like, and clicking the Submit button, this constitutes my "electronic signature" for the purpose of this Consent and Authorization. Any electronic transaction similarly conducted with respect to my Account shall be legally binding on all owners on the Accounts (and for Business Accounts, the Administrator), each of whom have authorized me to do so. Any request made pursuant to this Consent and Authorization shall be considered authorized by me on my own behalf and on behalf of all of the other Account owners.

I understand that Electronic Documents furnished to me pursuant to this Consent and Authorization will remain available to me for a limited time. For example, certain Electronic Documents relating to my deposit accounts may not be available within the Online Banking site for more than two years after they are first posted to Online Banking site. If I want a permanent copy of an Electronic Document, I will print a copy of it or will save it to my own computer file system.

My ongoing consent to receive subsequent paper documents is voluntary and may be withdrawn at any time by notifying the Bank or by selecting the “Electronic Delivery Only” delivery method option. I understand that my withdrawal will be effective at the time that the Bank receives and has a reasonable opportunity to act upon it. I understand that it may take one complete statement cycle for this to occur.

### **System Requirements:**

In order to receive and retain the Electronic Documents, I confirm that I have a valid email address and a computer equipped as described below. If my email address changes, I will promptly contact the Bank to update my contact information, and I understand that until I do so, electronic communications sent to my former email address will remain effective. Bank is not liable for any third-party incurred fees, other legal liability, or any other issues or liabilities arising from eStatements or notifications sent to an invalid or inactive email address that I have provided.

**Please Click Here for Browser and Operating System Support**

### **Internet Access:**

A broadband connection is required to connect to the Bank’s Online Banking System where the documents are posted and to receive email.

### **Printer/Hard Drive:**

If I have a printer, I understand that I may also print a copy of my Electronic Documents at no additional cost by simply clicking the “Print” button in my browser or for documents viewed in Adobe Acrobat format, using the Adobe print feature or save it to my own computer file system.

This Consent and Authorization supplements and modifies the terms and conditions of the Bank’s Deposit Agreement and Disclosure Statement, the Master Cash Management Agreement and the Online Banking Agreement and Disclosure which I previously have entered into with the Bank. I understand and agree that if I check the box, I will be signifying my agreement to the same extent as would have been the case had I done so with a pen on paper.

To contact the Bank: <https://www.bankofmarin.com/about-us/contact-us/>