



If you are interested in electronic delivery of your loan documentation, please sign and date the attached E-Sign Consent Agreement Form and return it to your lender.

You have indicated you wish to receive and sign the documents relating to your transaction with us electronically. We are required by law to give you certain information "in writing" - which means you are entitled to receive it on paper. We need your consent in order to provide you this information electronically, instead. We also need your general consent to use electronic records and signatures in our relationship with you.

In this Consent, the words "we," "us," and "our" means First State Bank of Colorado. The words "you" and "your" means the person giving consent. "Transaction" means your loan, including the application process, the loan closing process, and post-closing Communications. "Communications" means each disclosure, notice, agreement, undertaking, fee schedule, periodic statement, record, document or other information we provide to you, or that you sign or submit or agree to at our request, in connection with the Transaction.

1. Your Consent. You agree that any of the Communications we provide to you, or that you sign or agree to at our request, may be in electronic form. We may also use electronic signatures and obtain them from you on any Communication. Communications that we provide to you in electronic form may be delivered either (1) on a website we maintain or utilize for the purpose of conducting business with you, (2) via e-mail, (3) via a software application, or (4) by your accessing a website or software application that we will designate in an e-mail, text message or other electronic notice we send to you at the time the Communication is available. We may also agree with you on other delivery methods.

We may always, in our sole discretion, provide you with any Communications on paper, even if you have authorized electronic delivery. Sometimes the law, or our agreement with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we tell you how to deliver the notice to us electronically.

2. How to Withdraw Consent. You may withdraw your consent at any time by contacting your loan officer in writing. Your consent must state your e-mail address, full name, US Postal Address, telephone number and loan number. Withdrawal of consent may result in the termination of your access to certain electronic services.

Your withdrawal of consent will become effective after we have had a reasonable opportunity to act upon it. Withdrawing consent will not affect the legal validity and enforceability of any Communications provided prior to the time your withdrawal of consent becomes effective. Your withdrawal of consent with respect to this Transaction does not affect any other consent you have given us at any other time to use electronic records and signatures.

3. How to Update Your Contact Information. It is your responsibility to provide us with accurate and complete e-mail address and other contact information, and to maintain and update promptly any changes in this information. You can update your contact information at any time by contacting your loan officer.

4. Hardware and Software Requirements. To receive electronic Communications, you must have access to:

- a) a Current Version (defined below) of Internet Explorer, Safari or Firefox, Chrome or etc,
- b) a connection to the Internet,
- c) a Current Version of a program that accurately reads and displays PDF files, and
- d) a computer and an operating system capable of supporting all of the above. You will also need a printer if you wish to print out and retain records on paper, and electronic storage if you wish to retain records in electronic form.

You must also have an active email address.

By "Current Version," we mean a version of the software that is currently being supported by its publisher. From time to time, we may offer services or features that require that your Internet browser be configured in a particular way, such as permitting the use of JavaScript or cookies. If we detect that your Internet browser is not properly configured, we will provide you with a notice and advice on how to update your configuration. We reserve the right to discontinue support of a Current Version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use.

If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain electronic Communications, we will give you notice of the revised hardware or software requirements. Continuing to use this service after receiving notice of the change is reaffirmation of your consent.

5. Requesting Paper Copies. We will not send you a paper copy of electronic Communications from us, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of any Communication we provide to you electronically by printing it yourself or by requesting that we mail you a paper copy. Requests for paper copies must be made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, contact your loan officer. There is no charge associated with requesting a paper copy of a Communication we sent you electronically.

6. Retaining copies. We encourage you to print or download for your records a copy of all electronic Communications, as well as this ESIGN Consent agreement and any other document that is important to you.

7. Termination/Changes. We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

By signing this disclosure, you are consenting to the use and delivery of electronic records and signatures in connection with this Transaction, and also confirming that you have the hardware and software described above, that you are able to receive and review electronic records, and that you have an active email account and the ability to access and view PDF files.

Email Address: _____

Signature: _____ **Date:** _____