

e-Sign Disclosure and Consent

We suggest you read this document carefully and print a copy for your reference.

If you do not consent to this e-Sign Disclosure and Consent, you will not be able to proceed with the online account opening process. You may contact us at the telephone number listed in the "How to Contact Us" section below to open a new account.

This e-Sign Disclosure and Consent ("Disclosure"), applies to all Communications for those internet based products and services offered by Firstrust Bank that are not otherwise governed by an agreement or terms and conditions or other electronic disclosure and consent.

The words "**we**," "**us**," and "**our**" refer to Firstrust Bank, and the words "**you**" and "**your**" mean the individual(s) or entity identified on the Account(s).

As used in this Disclosure, "**Account**" means the account(s) you have with us or are opening with us and for which we offer internet based access, opening or other internet or online services.

"**Communication**" means any customer agreements or amendments thereto, disclosures, notices, responses to claims, transaction/account history, privacy policies and all other information related to the product or service, including but not limited to information that we are required by law to provide to you in writing.

"**Internet Based or Online Service**" means any online services we may offer including online account opening, mobile banking and other online services we may offer pursuant to the Firstrust Retail Internet Banking Agreement or the Commercial Internet Banking and Master Cash Management Services Agreement.

1. Scope of Communications to Be Provided in Electronic Form. When you use a product or service to which this Disclosure applies, you agree that we may provide you with any Communications in electronic format, and that we may discontinue sending paper Communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic communications and transactions includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with the product or service available through the Online Service for your Account
- Notices or disclosures about a change in the terms of your Account or any associated payment feature and responses to claims
- Privacy policies and notices
- Account information such as statements and account analysis information

2. Method of Providing Communications to You in Electronic Form. All Communications that we provide to you in electronic form will be provided either (1) by access to a web site that we will designate in an e-mail notice we send to you at the time the information is available, (2) via e-mail, or (3) to the extent permissible by law, by access to a web site that we will generally designate in advance for such purpose. We reserve the right to communicate with you in writing through the U. S. Postal Service or by private courier even if you have consented to electronic Communications.

3. How to Withdraw Consent. You may withdraw your consent to receive Communications in electronic form at any time for any or all of your Accounts. You may do so by contacting us as described in the "How to Contact Us" section below. At our option, we may treat your provision of an invalid email address, or the subsequent malfunction of a previously valid email address, as a withdrawal of your consent to receive electronic Communications. We will not

impose any fee to process the withdrawal of your consent to receive electronic Communications, however, your access and use of some or all Online Services may be terminated. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal.

4. Updating Your Records. It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to this Disclosure and your Account(s), and to maintain and update promptly any changes in this information. You can update information (such as your e-mail address) through the Online Service or by contacting us as described in the "How to Contact Us" section below and in any other ways we may make available to you from time to time.

5. Hardware and Software Requirements. The following lists the hardware and software requirements necessary for access to and retention of the information being provided to you in electronic form. By consenting to receive the disclosures online, you will also be verifying that you meet the necessary hardware and software requirements to view the disclosures.

- A personal computer or other device capable of accessing the internet
- A web browser which supports 128-bit SSL encrypted communications
- Software that permits you to receive and access Portable Document Format (PDF) files, such as Adobe Acrobat Reader version 5.1 or higher (available for downloading at <http://get.adobe.com/reader/>).
- A computer, operating system and internet access capable of receiving, accessing, displaying and either printing or electronically storing Communications provided by us.

6. Requesting Paper Copies. We will not send you a paper copy of any Communication unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, contact us at the number or addresses provided in the "How to Contact Us" section below. We may charge you a fee for paper copies as disclosed in our Retail Banking Fee Schedule or Commercial Banking Fee Schedule, as applicable.

7. Communications in Writing. All Communications in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of this Disclosure and any other Communication that is important to you.

8. Federal Law. You acknowledge and agree that your consent to electronic Communications 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 you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

9. 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.

10. How to Contact Us. You can communicate with us in any of the following ways:

e-mail: FirstSite@firsttrust.com (Please note that normal e-mail transmissions may not be secure and that personally identifiable information such as your account numbers or banking transactions should not be transmitted this way.)

Phone: 800-220-BANK (2265)

Mail: Firsttrust Bank
Customer Care Center
1 Walnut Grove Drive
Horsham, PA 19044

11. **Consent.** By selecting "Yes, I have read and accept the above agreement," you hereby give your affirmative consent to provide electronic Communications to you as described herein. You further agree that your computer satisfies the hardware and software requirements specified above and that you have provided us with a current e-mail address at which we may send electronic Communications to you.

This e-Sign Disclosure and Consent replaces any previous e-Sign Disclosure and Consent.