

# E-SIGN DISCLOSURE AND CONSENT AGREEMENT

From time to time, Twin River Bank (Bank) may be asked by you and/or required by law to provide to you certain written notices, disclosures, loan documents or deposit agreements (Communications). Described below are the terms and conditions for providing to you such documents electronically. Please read the information below and if you can access this information electronically to your satisfaction and agree to this E-Sign Disclosure and Consent, please confirm your agreement by signing below.

## Scope of Communications to Be Provided in Electronic Form

You agree that we may provide you with any Communications that we may choose to make available in electronic format, to the extent allowed by law, 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 disclosures includes:

- All legal and regulatory disclosures and communications associated with your loan application or your actual loan including those disclosures required by the Real Estate Settlement Procedures Act, the Truth in Lending Act and the Equal Credit Opportunity Act.
- Notices or disclosures about the sale of your loan or a change in the servicing of your loan.
- All legal and regulatory disclosures and communications associated with your deposit account including those disclosures required by the Electronic Funds Transfer Act and Truth in Savings
- Privacy policies and notices
- Records and documents relating to any of your loan or deposit accounts with the Bank as long as we have a continuing relationship

## Method of Providing Communications to You in Electronic Form

All Communications that we provide to you in electronic form will be provided either (1) via e-mail, (2) 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, (3) to the extent permissible by law, by access to a web site that we will generally designate in advance for such purpose, or (4) by requesting you download a PDF file containing the Communication.

## How to Withdraw Consent

You have the right to withdraw your consent to receive Communications in electronic form by contacting us as directed below. At our option, we may treat your provision of an invalid e-mail address, or the subsequent malfunction of a previously valid e-mail 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. 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.

## Consequences of Changing Your Mind

If you elect to received required documents only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required documents to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper documents. Further, you will no longer be able to receive required documents electronically from us or to sign electronic documents from us.

## How to Update Your Records

It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to the 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) by contacting us as directed below.

## Hardware and Software Requirements

In order to access, view, and retain electronic Communications that we make available to you, you must have

- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit such as a tablet, smart phone, etc.
- An e-mail account with an Internet service provider and e-mail software in order to participate in our electronic Communications programs;

- A personal computer, operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing Communications received from us in electronic form via plain text-formatted e-mail or by access to our web site.
- Adobe Reader version 8.0 or higher

### **Requesting Paper Copies**

We will not send you a paper copy of any Communication which is available electronically from the Bank, unless you request it, or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by downloading and printing it yourself or by requesting that we mail you a paper copy. To request a paper copy, contact us as directed below. Fees for paper copies are \$1 per page along with applicable postage. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.

### **Communications in Writing**

All Communications in either electronic or paper format from us to you will be considered “in writing”. You should print our download for your records a copy of this Agreement and any other Communications that is important to you.

### **How to Contact Twin River Bank**

You may contact us to let us know of changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive documents electronically as follows:

USPS: Twin River Bank, attention: Admin Dept, 1507 G Street, Lewiston, ID 83501

Phone: 208-746-4848, ask for Admin Dept

Email: [info@twinriver.bank](mailto:info@twinriver.bank)

### **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.

### **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, you agree to use electronic records and signatures and confirm that you:

- Can access and read this E-Sign Disclosure and Consent Agreement
- You can print this paper, save and/or send this Agreement to a location where you can print it for future reference and access; and
- Until you notify the Bank as described above, you consent to receive exclusively through electronic means, all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Twin River Bank during the course of your relationship with Twin River Bank.

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Signature

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Date

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Preferred email address

# **E-SIGN DISCLOSURE AND CONSENT AGREEMENT**

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- Notices or disclosures about the sale of your loan or a change in the servicing of your loan.
- All legal and regulatory disclosures and communications associated with your deposit account including those disclosures required by the Electronic Funds Transfer Act and Truth in Savings
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It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to the 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) by contacting us as directed below.

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- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit such as a tablet, smart phone, etc.
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- A personal computer, operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing Communications received from us in electronic form via plain text-formatted e-mail or by access to our web site.
- Adobe Reader version 8.0 or higher

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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.

### **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, you agree to use electronic records and signatures and confirm that you:

- Can access and read this E-Sign Disclosure and Consent Agreement
- You can print this paper, save and/or send this Agreement to a location where you can print it for future reference and access; and
- Until you notify the Bank as described above, you consent to receive exclusively through electronic means, all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Twin River Bank during the course of your relationship with Twin River Bank.

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Signature

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Date

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Preferred email address



## BORROWER CERTIFICATION AND AUTHORIZATION

### The undersigned certify the following:

I / We have applied for a mortgage loan from Twin River Bank (lender). In applying for the loan, I / we completed a loan application containing various information on the purpose of the loan, the loan amount and source of the down payment, employment and income information, and assets and liabilities. I / We certify that all of the information is true and complete. I / We made no misrepresentation in the loan application or other documents, nor did I / we omit any pertinent information.

I / We understand and agree that Twin River Bank (lender) reserves the right to change the mortgage loan review process to a full documentation program. This may include verifying the information provided on the application with the employer and/or the financial institution.

I / We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements when applying for this mortgage, as applicable under the provisions of Title 18, United States Code, Section 1014.

### Authorization to Release Information

#### To Whom It May Concern:

I / We have applied for a mortgage loan from Twin River Bank (lender). As part of the application process, Twin River Bank (lender) may verify information contained in my/our loan application and in other documents required in connection with the loan, either before the loan is closed or as part of its quality control program.

I / We authorize you to provide to Twin River Bank (lender), and to any investor to whom Twin River Bank (lender) may sell my/our mortgage, any and all information and documentation that they request. Such information includes, but is not limited to, employment history and income; bank, money market, and similar account balances; credit history; copies of income tax returns and loan payoffs.

I/We authorize Twin River Bank to share information about my transaction with my real estate agent, the listing agent and/or builder. If applicable, your loan originator or mortgage broker will continue to work with your real estate agent, the listing agent and/or builder in order to facilitate a smooth transaction. Real estate agents and builders often need to know the status of your loan application in order to better coordinate your real estate transaction. The Lender or mortgage broker will provide your real estate agent, listing agent and/or builder with updates on the status of your loan application with the Lender. This may include providing the following information:

- a. Whether or not you have applied for a loan with the Lender, including your name, property address and loan number
- b. The date you applied for a loan with the Lender and the date your credit report was ordered
- c. Whether or not you qualify for the loan you applied for
- d. The date on which the Lender conditionally approved the loan application
- e. The status of your loan, including conditions that must be satisfied in order to close the loan
- f. The date on which closing documents will be available for your signature
- g. The date your loan closes and/or funds
- h. Any other information regarding your loan application in order to facilitate your purchase transaction.

Other confidential information will not be disclosed unless the Lender believes that your agent, listing agent and/or builder must be aware of the information in order to perform their duties.

A copy of this authorization may be accepted as an original. Your prompt reply to Twin River Bank (lender) or the investor that purchased the mortgage is appreciated.

**NOTICE TO BORROWERS:** This is notice to you as required by the Right to Financial Privacy Act of 1978 that HUD/FHA has a right of access to financial records held by financial institutions in connection with the consideration or administration of assistance to you. Financial records involving your transaction will be available to HUD/FHA without further notice or authorization but will not be disclosed or released by this institution to another Government Agency or Department without your consent except as required or permitted by law.

\_\_\_\_\_  
Borrower Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Borrower Signature

\_\_\_\_\_  
Date

**EQUAL HOUSING LENDER - TWIN RIVER BANK NMLS #680539**

Borrower(s) Name

Date

## Additional Details for Services You Can Shop For



To get you started with shopping, this list helps identify some providers for the services you can shop for. Please write your name above and an email address, initial next to your provider's name choice below & return to your loan officer. FYI - Be sure to check your Purchase & Sale Agreement as often it will already indicate a title company to use.

### Service Provider List

#### Title Service

Providers we identified -  
Please initial your choice

Courier, Credit/Discount, eDoc, Lender's Title Policy,  
Owner's Title Policy, Settlement/Escrow Closing, Wire Fees

#### ASOTIN COUNTY PROPERTY

Alliance Title & Escrow Corp. #131780	Celina Reynold, Escrow Officer, #10913 735 5th St. Clarkston, WA 99403	clarkston@alliancetitle.com 509-758-2549
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#### CLEARWATER COUNTY PROPERTY

Clearwater County Land Title Co. #15155	Mary Shores, Title Officer 131 Michigan Ave. Orofino, ID 83544	ccltc@orofino-id.com 208-476-5744
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#### GARFIELD COUNTY PROPERTY

Garfield County Title Co. #14514	Wynn McCabe, Title Officer 620 W. Main St. Pomeroy, WA 99347	garfieldcountyttitle@qwestoffice.net 509-843-1851
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#### IDAHO COUNTY PROPERTY

Idaho County Title Co. #5644	Kathy Warford, Escrow Officer Traci Frei, Escrow Officer 319 W. Main Grangeville, ID 83530	ictitle@idahocountytitle.com  208-983-2662
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Inland Title & Escrow #0004391	Michelle Peterson, Escrow Officer 524 W. Main Grangeville, ID 83530	michelle@inlandtitle.com 208-983-0150
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#### LATAH COUNTY PROPERTY

Latah County Title Co. #C8495	Dave Kiblen, Escrow Officer 106 E 2nd. Moscow, ID 83843	dave@latahtitle.com 208-882-4822
Moscow Title Inc. #5674	Corinne Kent, Escrow Officer 127 S Washington St. Ste 2, Moscow, ID 83843	moscowtitle@moscow.com 208-882-4564

#### NEZ PERCE COUNTY PROPERTY

Alliance Title & Escrow Corp. #23272	Sarah Tennant, Escrow Officer Gretchen Crews, Escrow Officer 1455 G St #102, Lewiston, ID 83501	lewiston@alliancetitle.com  208-743-8541
Land Title of Nez Perce, County Inc. #13221	Brett Gile, Title Manager Paula Thomas, Escrow Officer 1230 Idaho St, Lewiston, ID 83501	brett@landtitlelewiston.com paula@landtitlelewiston.com 208-746-3513

#### WHITMAN COUNTY PROPERTY

Pioneer Title Co. - #601307764	Chris Gorton, Escrow Officer, #10865 840 SE Bishop Blvd. Suite 102, Pullman, WA 99163	ptctitle@turbonet.com 509-334-2210
Stewart Title Co. - #728921	Cheryl Rodeen, Escrow Officer, #2374 130 N Grand Ave. Pullman WA 99163	cheryl.rodeen@stewart.com 509-332-1851

#### OTHER TITLE COMPANY CHOICE

If your property is in a different county than what we have listed please notify your loan officer so that we can provide helpful information for that county. Also, if you choose a different Title Company than what is on this list, please input their name and contact information here and initial.

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#### INSURANCE AGENT / COMPANY INFORMATION REQUEST

You have your choice of insurance providers. Please provide your insurance agent's name and contact information for the property you are using for collateral on the loan. Also provide the annual premium amount (may be an estimate).

Agent / Company	Annual Premium	Contact Information
	\$	

## EQUAL CREDIT OPPORTUNITY ACT NOTICE

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applications on the basis of race, color, religion, national origin, sex, marital status, age (providing that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning this mortgage banker is:

FDIC - CONSUMER RESPONSE CENTER  
1100 WALNUT ST, BOX #11  
KANSAS CITY, MO 64106

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**REQUEST FOR NOTICE OF CHANGE EMPLOYMENT:** If my employment changes during the processing of this loan application, I will advise my Lender immediately. I understand that my employment will be re-verified at the time of closing. If I am no longer with the same company, it will delay this transaction and may cause serious problems regarding this loan.

**AVOID TAKING ON NEW DEBT:** While your loan is in process, avoid opening new credit cards or making other major financial changes. New loans or other changes that affect your debt-to-income ratio could get in the way of your mortgage approval. Your credit will be checked and rechecked to make certain no hints of new debts pop up before you close on the loan.

**SOURCE OF FUNDS / FUNDS NOT BORROWED:** The funds for completion of this transaction will come from one of the following sources: Deposit Accounts or Gift Funds from family members. I certify that the funds used for down-payment and closing of this transaction have not been borrowed except as approved by the Department of Housing and Urban Development or other applicable investor.

**REFINANCE ONLY:** We, the undersigned, fully understand and agree that payments on my/our present loan must continue to be made until the new loan for which I/We have applied closes.

**I/WE FURTHER CERTIFY THAT:** I/we understood all questions related to the loan application and all questions were satisfactorily and adequately answered. I/we were never requested to sign any documents in blank.

*Section 1010 of Title 18, U.S.C., Federal Housing Administration transaction provides: "Whoever, for the purpose of influencing in any way the action of such administration . . . makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."*

**NOTICE REGARDING INACCURATE INFORMATION** As a participant in the consumer reporting system, we furnish information about our experience with you to consumer reporting agencies. These consumer reports allow us to make credit and other opportunities available to you. If you believe that we have furnished information to a consumer reporting agency that is inaccurate, please notify us at the following address and identify the specific information that is inaccurate: Twin River Bank – Attention: Willie Deibel, 1507 G Street, Lewiston, ID 83501 (208) 746-4848

**NOTICE OF NEGATIVE INFORMATION** We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

# FACTS

## WHAT DOES TWIN RIVER BANK DO WITH YOUR PERSONAL INFORMATION?

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>■ Social Security number and Account Balance</li> <li>■ Payment History and Overdraft History</li> <li>■ Credit History and Credit Scores</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Twin River Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Twin River Bank share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	No	We don't share
<b>For non-affiliates to market to you</b>	No	We don't share

**Questions?** Call 208-746-4848 or go to [www.twinriver.bank](http://www.twinriver.bank)

### What we do

<b>How does Twin River Bank protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does Twin River Bank collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>■ Open an account or Provide account information</li> <li>■ Apply for a loan or Show your driver's license</li> <li>■ Give us your contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>■ sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>■ affiliates from using your information to market to you</li> <li>■ sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>

### Definitions

<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ Twin River Financial Corporation</li> <li>■ Twin River Statutory Trust</li> </ul>
<b>Non-affiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ Twin River Bank does not share with non-affiliates so they can market to you</li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>■ Our joint marketing partners include Deluxe (check ordering), Insite Data Services (online banking), Jack Henry (bill payment) and Elan (credit and debit cards)</li> </ul>