
Your Confirmation Code is **2187**

Electronic Communications Agreement

Note: This disclosure pertains to your consent to receive electronic delivery of communications that we are legally required to provide to you and other communications that we provide to you in connection with the accounts you are opening online with Silvergate Bank. If you elect to decline this consent, you will be unable to open your new account(s) online with Silvergate Bank.

Please read this Electronic Communications Agreement (“Agreement”) thoroughly—it contains important information about your legal rights. This Agreement covers only the agreements, disclosures, notices, and other information and communications relating to the opening or initiation of the deposit account(s) that you are presently requesting to open at Silvergate Bank through Silvergate Bank’s website. The words “we,” “us,” “our” and other similar terms refer to Silvergate Bank. The words “I,” “you,” and “your” mean each account holder, product owner and/or service user identified on an account.

Your Legal Rights

Certain laws require us to provide specific information to you in writing, which means you have a right to receive that information on paper. We may provide such information to you electronically if we first present this Agreement and obtain your consent to receive the information electronically. Your consent will also apply to any other person named on your account, subject to applicable law. Your consent means that you are willing to receive the disclosures electronically that otherwise must be provided on paper and that you have the hardware and software needed to access this information.

Types of Electronic Communications You Will Receive

You understand and agree that Silvergate Bank may provide to you communications in electronic format, by posting the information to our website where you open your account(s). Such communications (collectively referred to herein as “Communications”) will include:

- This Agreement;
- Disclosures, agreements, notices, and other information related to the opening or initiation of an account, including, but not limited to, the Internet Branch Deposit Account Agreement and Regulatory Disclosure, Internet Branch Schedule of Fees and Charges, Internet Branch Rate Schedule, Internet Branch Product Disclosures, and including disclosures or notices that may be required by the Truth in Savings Act, Electronic Funds Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, or other applicable federal or state laws and regulations;
- Our initial Privacy Policy, including disclosures required by the Gramm-Leach Bliley Act; and
- Certain information or forms that we request from you and ask you to submit electronically, such as signature cards, W-9s, or other account opening agreements.

Note that Communications covered by this Agreement do not include monthly or periodic e-Statements issued on your account(s) by Silvergate Bank.

Hardware and Software Requirements

While you may be able to access and retain the Communications using other hardware and software, your personal computer needs to support the following requirements:

- A working connection to the Internet;
- An Internet browser that supports 128-bit encryption. Acceptable Internet browsers include Microsoft Internet Explorer Version 6.0 or later and Safari 1.3 or later;
- A working hard drive or storage device with sufficient memory to retain the Communications (for electronic copies) or permit you to print the Communications (for printed copies); and
- Adobe Acrobat® Reader® software to read the Communications. We support the two most recent versions of Adobe Acrobat® Reader®.

How to Withdraw Your Consent to this Agreement and Termination of this Agreement

Subject to applicable law, you may withdraw your consent to this Agreement by calling Silvergate Bank toll-free at 800-595-5856. However, because the Communications will be provided to you at one time as part of the account opening process, once you provide your consent to this Agreement you should know that your withdrawal will not impact Communications previously sent to you electronically. If you decide to withdraw your consent to the Agreement, you will not be charged a fee for your withdrawal of consent. Your withdrawal of consent is effective only after you have communicated your withdrawal to Silvergate Bank by calling the number above and Silvergate Bank has had a reasonable period of time to act upon your withdrawal.

Future solicitations to receive your consent to electronic delivery of documents or disclosures will be subject to separate terms which may vary from these terms.

Consent Coverage; Certain Notices from You are not Covered

Applicable law or contracts sometime require you to give us “written” notices. We may require you to provide these notices to us in paper form.

Your Contact Information

In order to ensure that we are able to provide you with Communications, important notices and other information from time to time, you must provide us with your current e-mail address and update us with any changes. You can update your e-mail address through the Consumer Online Banking service or by calling us at 800-353-6436. If you fail to update or change an incorrect e-mail address or other contact information, you understand and agree that any Communications shall nevertheless be deemed to have been provided to you if they were made available to you in electronic form on our website or e-mailed to the e-mail address we have for you in our records.

Obtaining Copies of Electronic Communications

You may print or make a copy of Communications by clicking on the “Print” button (using your computer’s printing functionality) or saving an electronic copy to an electronic storage device such as your computer’s hard drive. You must either print or save an electronic copy of the Communications when you first view the Communications because after you view the Communications we may not keep them in a place that you can access. Upon request, we will provide you with a paper copy of any Communication we provided electronically to you pursuant to this Agreement, provided we receive your request within 12 months of the date the Communication was first made available to you electronically. You may request a paper copy of these Communications by calling us toll-free at 800-595-5856. Be sure to specify your account, service or product identification number, as applicable, the specific Communication for which you are requesting a paper copy, and the address to which it should be mailed.

Retain Copies for Your Records

We recommend that you print or download a copy of this Agreement and all other Communications to retain for your permanent records. If you download or print any confidential materials be sure that you store them in a secure environment, just as you would paper-based bank records.

Selecting “I Accept” Button

By selecting the **“I Accept”** button you agree to the electronic delivery of the Communications.