

## **ELECTRONIC COMMUNICATIONS DISCLOSURE**

**Effective Date: April 1, 2013**

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As part of your relationship with us, we want to ensure you have all the information you need to effectively manage your accounts. Our goal is to provide you with as many options as possible for receiving your account documents. Please read this Electronic Communications Disclosure ("eCommunications Disclosure") thoroughly - It contains important information about your legal rights. This eCommunications Disclosure covers all of your accounts, products, and services with the Bank accessible, either currently or in the future, through Online Banking, our website, or other electronic means. This includes, but is not limited to, the following account, product, and service types: deposit accounts, credit card, loan, and other services.

### **Your Legal Rights**

Certain laws and regulations 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 eCommunications Disclosure and obtain your consent to receive the information electronically. Your consent will also apply to any other person named on your account, product or service, subject to applicable law. Since certain of our accounts, products or services are provided online and use electronic means to deliver some of this information, you must consent to this eCommunications Disclosure in order to use these services. At times, we may still send you paper communications, but as a basic proposition we need to know that you are willing to receive communications electronically that we may otherwise be required to provide on paper and that you have the hardware and software needed to access to this information.

### **Types of Electronic Communications You Will Receive**

You understand and agree that we may provide to you in electronic format only, by posting the information on the website where you access your accounts, products or services, through e-mail (if applicable and if you have provided a valid e-mail address), or other electronic means, any agreements, disclosures, notices, and other information and communications regarding your accounts, services and products, the use of our websites or our other electronic services, your relationship with us, and/or other programs, products or services that are or may be in the future made available to you (collectively, "Communications"). Such Communications may include, but are not limited to:

- This eCommunications Disclosure and any updates;
- The Online Banking Service Agreement, other service or user agreements for access to our websites or other electronic services, all updates to these agreements and all disclosures, notices and other communications regarding transactions you make through websites or our other electronic services;
- Disclosures, agreements, notices and other information related to the opening or initiation of an account, product or service including, but not limited to, account agreements, fee schedules or other disclosures or notices that may be required by the Truth in Savings Act, Electronic Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm Leach Bliley Act, the Real Estate Settlement Procedures Act or other applicable federal or state laws and regulations;
- Periodic, annual, monthly or other statements, disclosures and notices relating to the maintenance or operation of an account, product or service including, but not limited to account information, account activity, account inactivity, payments made or due, or other

statements, disclosures or notices that may be required by the Truth in Savings Act, Electronic Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm Leach Bliley Act, the Real Estate Settlement Procedures Act or other applicable federal or state laws and regulations;

- Any notice or disclosure regarding an account, product or service fee, such as a late fee, an overdraft fee, an over limit fee, a fee for a draft, check or electronic debit returned for any reason, such as insufficient funds fee or a fee as a result of a stop payment order;
- Any notice of the addition of new terms and conditions or the deletion or amendment of existing terms and conditions applicable to accounts, products or services you obtain from us;
- Our Privacy Policy and other privacy statements or notices (by posting such notices on our website); and
- Certain information or forms that we request from you and ask you to submit electronically, such as signature cards, W-9s, or other agreements.

### **Types of Communications You Will Receive in Paper**

This eCommunications Disclosure does not apply to any communications that we determine, in our sole discretion, that we are required to deliver in paper form under applicable law or that you should receive in paper rather than electronic form.

Such communications shall be mailed to the primary address we show for you in our records or otherwise delivered as required by law or the governing agreement.

### **Hardware and Software Requirements**

While you may be able to access and retain the Communications using other hardware and software, we currently support the following minimum requirements:

#### **For Online Banking through a personal computer:**

- An operating system, such as:  
Windows Vista, Win 7, Win 8; or  
Macintosh OS 10.x
- Access to the Internet and a compatible Internet browser which supports HTML 4.0 and 128bit SSL encryption and Javascript, such as:  
For PC using Windows Vista, Win 7, or Win 8 or  
Microsoft Internet Explorer 8.0 and higher  
Firefox 3.5 and higher  
Chrome 2013 and higher  
Safari 5.1 or higher  
For Macintosh using OS 10.x  
Safari 3.0 and higher  
Firefox 3 and higher  
Chrome 4.0 and higher

#### **For Online Banking through a mobile device (“Mobile Banking”):**

- A mobile device with a compatible operating system, such as:  
iOS 4 and higher  
Android OS 2.2 and higher for mobile handsets  
Android OS 3.0 and higher for tablets  
Windows Phone 7 and higher (alerts only);
- and either:

Access to the Internet using the default browsers included by your mobile device manufacturer; or  
The latest Bank App compatible with your device platform

Note: "Mobile Banking" refers to smartphones and cell phones that access Online Banking through the Bank's Mobile Banking App or through our website.

**For Bank website:**

- You must have access to a personal computer with compatible browser software such as Microsoft Internet Explorer; Adobe Acrobat Reader; and Internet access (at your cost).

Most Communications provided within our websites are provided either in HTML and/or PDF format. For Communications provided in PDF format, Adobe Reader 6.0 or later versions is required - A free copy of Adobe Reader may be obtained from the Adobe website at The Adobe Website - [www.adobe.com](http://www.adobe.com).

In certain circumstances, some Communications may be provided by e-mail. You are responsible for providing us with a valid e-mail address to accept delivery of Communications. At our option, we may also post the emailed Communications within our websites. In this situation, you agree that once we email the Communications to you and post them within our websites, that we have delivered the Communications to you in a form that you can retain.

To print or download Communications you must have a printer connected to your device or sufficient hard-drive or other storage space to store the Communications.

**How to Withdraw Your Consent to this eCommunications Disclosure**

Subject to applicable law, you may withdraw your consent to this eCommunications Disclosure by calling 1-800-555-6895 or submitting the "contact us" form on our website. You will not be charged a fee for withdrawal of your consent.

For Online Banking, if you withdraw your consent to this eCommunications Disclosure, we may stop providing you with Communications electronically and we may terminate your Online Banking access. Your withdrawal of consent is effective only after you have communicated your withdrawal to the Bank by calling 1-800-555-6895 and the Bank has had a reasonable period of time to act upon your withdrawal. Your consent shall remain in force until withdrawn in the manner provided in this section.

**Consent Coverage; Certain Notices from You Are Not Covered.** Applicable law or contracts sometimes require you to give us "written" notices. You must still provide these notices to us on paper. Your consent here does not relate to those notices.

**Obtaining Copies of Electronic Communications**

You may print or make a copy of Communications by printing or saving a copy - do this when you first review the Communications because after submission we do not necessarily keep them all in a place that you can access. Upon request, we will provide you with a paper copy of any Communications provided electronically by us to you pursuant to this eCommunications Disclosure, provided we receive your request within 12 months after the date the Communication was first made available to you electronically. You may request a paper copy of these Communications by calling us at 1-800-555-6895.

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. We may charge fees for paper copies of the Communications.

### **Updating Your Contact Information**

In the event that your e-mail address or other contact information is changed, you must notify us of such changes immediately by calling 1-800-555-6895 to communicate the contact information changes.

If you fail to update or change an incorrect or invalid 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 websites, e-mailed to the e-mail address we have for you in our records, or delivered through other electronic means.

### **Retain Copies for Your Records**

We recommend that you print or download a copy of this eCommunications Disclosure, the applicable service agreement and all other Communications to retain for your permanent records; if you have not already placed a copy of our Privacy Policy in your records, you can obtain another copy of our privacy policy.

### **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 the bank 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**

The bank reserves 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 the bank provides electronic communications. The bank will provide you with notice of any such termination or change as required by law.