

# Peoples Bank

## ELECTRONIC STATEMENT (eStatement) DISCLOSURE & AGREEMENT

**Electronic Delivery of Statements and Notices.** By accepting the "Peoples Bank Electronic Statement (eStatement) Disclosure Agreement", you consent and agree that Peoples Bank (the Bank) may provide certain disclosures and notices to you in electronic form, in lieu of paper form, including electronic delivery of statements (eStatements) for your Bank account(s).

**Definitions.** As used in this Agreement, the words:

- "We", "our", "us", and "Bank" mean Peoples Bank.
- "You" and "your" mean the account owner(s), or your designated agent, authorized to receive certain disclosures, statements and notices in electronic form under this Agreement.
- "Account" or "accounts" mean your deposit or loan accounts at the Bank.
- "Business day" means Mondays through Fridays, excluding Federal Holidays.
- "Day" means all calendar days, including weekends and Federal Holidays.

**Scope of Consent for Electronic Delivery of Statements.** Your consent to receive eStatements covers the periodic statements you are provided in connection with each of your current and future Bank account(s) enrolled. Your consent also covers disclosures that are required with your account statements, including, but not limited to, the error resolution notice required by the Electronic Fund Transfer Act for consumer accounts. By using eStatements, you accept and agree to be bound by the general terms and conditions governing eStatements, including without limitation all the terms and conditions in this Agreement, your Peoples Bank Deposit Account Agreement or terms of your loan. You agree to be bound by any and all laws, rules, regulations and official issuances applicable to eStatements now existing or which may hereafter be enacted, issued or enforced, as well as such other terms and conditions governing the use of other facilities, benefits or services that the Bank may from time to time make available to you in connection with eStatements.

The Bank has absolute discretion to make eStatements available to you. Further, the Bank has the discretion from time to time and upon giving notice to you to modify, restrict, withdraw, cancel, suspend or discontinue eStatements without giving any reason and you understand that by using eStatements after any modification or change has been effected, you would have agreed to such modification or change.

You understand you will access your eStatement using the appropriate Peoples Bank online service to obtain, review, print, and copy/download your periodic account statements. Each month we will send a notification email or text message to you advising you of the availability of your eStatement with instructions on how to access your eStatement. Failure to maintain a valid email address may result in conversion to paper statements which may result in a fee as described in your account Personal Fee Schedule or Business Fee Schedule. You may then access your eStatement via the procedures that we authorize. Your electronic statement will be available for viewing for a period of twelve at least (12) months (or such period as decided by the Bank and notified to you) from the applicable statement date.

**Scope of Consent for Electronic Delivery of Notices.** Your consent to receive electronic notices covers any notice or other type of communication provided to you pursuant to the terms of this Agreement. We will send a notification email or text to the last known email address or text message enabled phone number provided by you. You agree to notify us promptly of any change of your email address or text message enabled phone number.

**Peoples Bank Procedures for Electronic Delivery of Statements and Notices.** You must enroll each of your account(s) for which you want to access statements and notices in electronic form, in lieu of paper form. To enroll, log in to the appropriate Peoples Bank online service and complete the enrollment process.

The eStatement for your current statement cycle should be available for viewing 1-4 business days after your statement date. Your paper statements and notices will no longer be mailed to you. If you currently receive printed images of your cancelled checks with your paper statement by mail, you also agree that this service will be discontinued upon eStatement enrollment. Electronic images of cancelled checks will be available to you through the online banking service as those items clear your deposit account. The Bank will send an automated notification e-mail or text message informing you that your eStatement is ready for viewing as well as information on how to access your eStatement.

**Duty to Review Periodic Statements.** You must promptly access/review your statement and any accompanying items and notify us in writing immediately of any error, unauthorized transaction, or any other irregularity as detailed in your Peoples Bank Deposit Account Agreement or, for loans, your Error Billing Rights. If you allow someone else to access your statement, you are still fully

responsible to review the statement for any errors, unauthorized transactions, or any other irregularities. Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the eStatement e-mail notification date, regardless of when you access and/or review your eStatement. If you do not immediately report to the Bank any non-receipt of eStatements or any error, irregularity, discrepancies, claims or unauthorized debits or items, you shall be deemed conclusively to have accepted all matters contained in the eStatements to be true, accurate and correct in all respects.

**Change of Mailing Address, E-mail Address, and Other Information.** You agree to notify us immediately of any change in your mailing address, email address or other particulars relevant to this Agreement. To notify us of your email address change, please log in to the appropriate Peoples Bank online service and change your email address.

Please note that you must provide us with an email address in order to use the Electronic Delivery of Statements and Notices service.

**Joint Accounts.** If your Account is owned jointly any/all owners or designated agents may consent to receive electronic disclosures and eStatements. That person's election to access eStatements shall apply to any/all owners or designated agents. Upon successful enrollment into the Electronic Delivery of Statements and Notices service, Peoples Bank will automatically turn off the paper statement, printed images of checks, and notices for the authorized primary account.

**Security.** You agree that the Bank shall not be liable if you are unable to gain access to the website from time to time. You understand that some or all of the services and/or other Bank system services may not be available at certain times due to maintenance and/or computer, communication, electrical or network failure, or any other causes beyond the Bank's control. You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your statements and notices for each of your Accounts as soon as you can access it. You agree to protect the confidentiality of your account, account number, and your personal identification information. You understand that personal identification information by itself or together with information related to your account, may allow unauthorized access to your account. You acknowledge that the internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the internet, or email transmitted to and from us, will not be monitored or read by others.

In order to help protect your personal information, we recommend that you install firewalls, anti-virus, and spyware protection software (and update as required) on your computer. We also recommend that you update your operating system and browser application on a periodic basis to better protect your computer and online banking sessions. The Bank does not warrant the security or confidentiality of any information transmitted through any applicable Internet service provider, information/communication network service provider, network system or such other equivalent system in any jurisdiction via eStatements.

You agree that you shall not disassemble, decompile, copy, modify or reverse engineer any Bank proprietary software or allow anyone else to do so.

**Password Security.** Your User ID and password that are used to access Online Banking services should be kept confidential. We strongly recommend that you change your password regularly. You are responsible for keeping your password, account numbers and other account data confidential.

**System Requirements.** System requirements for Peoples Bank Online Service may be found in your Business Manager and E-Sign Agreement. If your browser does not support 128-bit encryption, you must upgrade it in order to access the Online Banking secure pages to allow access to your statements and notices. You may contact the Bank for information on supported browsers. We strongly discourage you from using unsupported browsers as they may not allow our Online Banking product to function or display properly and may fail to meet our security requirements. To print or download disclosures, statements and notices you must have a printer connected to your PC or sufficient hard-drive space to save the disclosure, statement or notice.

**Change in Terms.** The Bank reserves the right to change the terms and conditions of this agreement (including Personal Fee Schedule or Business Fee Schedule) at any time, which includes the addition and deletion of Electronic Delivery of Statements and Notices service.

We shall update this agreement on our website and may notify you of such changes by mail or electronic message to your most recent address listed on our records. The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees or of any stricter limits on the type, amount, frequency of transactions, or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. By using the Electronic Delivery of Statements and Notices service when the changes become effective, you agree to be bound by the revised terms and conditions contained in this agreement or you can decline the changes by discontinuing the use of the service and notifying us of your election by email or regular mail.

The Bank reserves its right to terminate this Electronic Statement Disclosure Agreement and your access to the Electronic Delivery of Statements and Notices service, in whole or in part, at any time, including but not limited to when customers have not logged in to use Online Banking services for over 180 days.

**Your Right to Withdraw Consent.** You have the right to withdraw your consent to have your statements and notices provided in an electronic form by selecting the account for which you wish to unenroll in the Electronic Delivery of Statements and Notices service. By declining the "Electronic Statement Disclosure Agreement" and confirming that you wish to unenroll, statements and notices will no longer be available for access through your online banking account and you will receive paper statements and notices for subsequent statement periods. Please refer to your Account Disclosure and Personal Fee Schedule or Business Fee Schedule for any fees related to paper statement delivery.

**Disclaimer of Warranty and Limitation of Liability.** We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the statements and notices provided to you under the Agreement. We do not and cannot warrant that the service will operate without error, or that the service will be available at all times. Except as specifically provided in this Agreement, or otherwise required by Law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under the Agreement or by reason of your use of the service, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty or any other legal theory.

Peoples Bank cannot control information on other web sites. We are not responsible for the content or privacy of web sites linked from the Bank's site. Please review the privacy policy of the service provider.

**Our Right to Terminate.** You agree that we can terminate the Electronic Delivery of Statements and Notices service and revert to printed statements and notices for any reason at any time.

**Communications between Peoples Bank and You.** You can use email to communicate with the Bank by clicking on the Contact Us link on our web site at <https://www.peoplesbank-wa.com/>. However, email is not available to initiate transactions on your accounts. Since we may not receive it immediately, you should not rely on email if you need to communicate with us right away (e.g., to report an unauthorized transaction). If you need to contact us immediately, you can call us at (800) 584-8859.

**Requesting a Paper Copy of Your Account Statement or Notice.** You can request a paper copy of your account statement or notice by contacting Peoples Bank at (800) 584-8859. A fee per statement or notice copy per account may be assessed. Please reference your Personal Fee Schedule or Business Fee Schedule.

**Additional Terms and Conditions of your Electronic Statement Disclosure Agreement.** This Agreement is in addition to the terms and conditions described in the applicable "Online Banking Agreement", the Consumer and Business Account Agreement and Disclosures; corresponding fee schedules; or any other documentation which relates to your account(s) that were given to you at account opening. Any dispute concerning this Agreement or the Services shall be resolved in accordance with your Deposit Account Agreement which contains provisions for the one-year Limitation of Time to Commence, an Arbitration Agreement, and Class Action Waiver. To the extent that this Agreement is inconsistent with any of the terms and conditions contained in the aforementioned Agreements and Disclosures the terms and conditions of this Agreement shall control with respect to the service. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make and for other restrictions that might impact your use of an account with the Electronic Delivery of Statements and Notices service and Online Banking. If you should need another copy of a disclosure, please contact us through our web site at <https://www.peoplesbank-wa.com/> or call our Customer Service Center at (800) 584-8859. You can also write to Peoples Bank Customer Service at PO Box 32210, Bellingham, WA 92228.