

## **Electronic Statement / Notification Agreement and Disclosure**

This disclosure contains important information about our electronic statement product, also referred to as Online eStatements. **Agreeing to online statements will discontinue your paper statements.** You should keep a copy of this disclosure for your records.

### **Definitions:**

As used in this document, the words "we," "our," "us," and "Bank" mean Dundee Bank and the words "you" and "your" mean each account owner(s) or authorized signer(s). "Account(s)" means your checking account, savings account, certificate of deposit at Dundee Bank.

### **Online Statement Delivery**

By accepting Electronic Statement Disclosure Agreement, you consent and agree that we may provide certain disclosures and notices to you in electronic form, in lieu of paper form, including electronic delivery of statements (Online eStatements) for your account(s).

### **E-mail Reminders**

Your consent to receive electronic notices covers any notice or other type of communication provided to you pursuant to the terms of this agreement. Delivery of some disclosures in electronic form does not require the Bank to deliver all disclosures or all disclosures of a particular type electronically, including, but not limited to, Privacy Notice, Error Resolution Disclosure required under the Truth in Lending Act.

### **E-mail Address Changes**

You agree to notify us immediately of any change in your mailing address, e-mail address or other information relevant to this agreement. To notify us of your e-mail address change, you may update the e-mail address within the Online Banking Service or contact us by phone or by mail. It is your responsibility to notify the Bank in writing of changes to your mailing address for US Mail delivery of other account documentation, including, but not limited to, all year-end tax reporting documents.

### **Enrolling for Online eStatements**

You may enroll for Online eStatements at any time by accessing eStatements Enrollment within the Online Banking Service and agreeing to the required disclosures.

### **Statement Availability**

We will automatically turn off paper statements for your account(s) once you have enrolled for Online eStatements. You will need to access all future statements for the account(s) through the Online Banking Service. You will be able to download, review and/or print your periodic account statements. Online eStatements are available online for 18 months. Check images can also be easily accessed online for 18 months. Both Online eStatements and check images may be downloaded and saved or printed for permanent retention.

You can save copies of your statements to your hard drive or other media for viewing and printing at a later time by using the SAVE and PRINT buttons within Adobe Acrobat, not the browser buttons.

If you need help printing or if you need a paper copy, please contact your local branch location.

### **Review of Online eStatements**

Your receipt of Online eStatements does not in any way alter your obligation to promptly review your Online eStatements. You must promptly access/review your Online eStatements and any accompanying items and notify us

in writing immediately of any error, unauthorized transaction or other irregularity. If you allow someone else to access your statement, you are still fully responsible to review the statement for any errors, unauthorized transactions, or other irregularities. All provisions as set forth in the applicable deposit account disclosure agreement(s) and terms and conditions shall continue to apply.

### **Requesting a Paper Copy of your Account Statement**

At any time, you may request a paper copy of any periodic statement or disclosure which has been delivered electronically. Paper copies may be acquired by contacting your local branch. . We will provide the statement to you via US Mail.

### **Canceling Online eStatements**

You retain the right to withdraw your consent for electronic delivery of periodic statements. You may withdraw your consent at any time by giving us at least ten (10) business days prior notice. Contact us by phone or by mail. Once you have withdrawn your consent, we will then discontinue the online statement service for the account and paper statements and notices will be resumed. The cancellation of Online eStatements in no way affects the validity or legal effect of all Online eStatements and disclosures which have been previously delivered electronically under the Online eStatements Service. There is no fee to withdraw your consent and resume paper statements and notices.

### **Joint Accounts**

If your account is owned jointly with another person either one of you may consent to receive or cancel Online eStatements and electronic notices/disclosures. Such consent to access Online eStatements shall apply to all owners. A notification e-mail to one owner of a joint account is considered notice to all owners.

### **Security**

Your Access ID and Password are used to access online banking services and 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. You further understand and agree to notify the Bank immediately if your password should become compromised or known to individuals who are not authorized by you.

### **System Requirements**

In order for you to access and retain your online-statement records, your personal computer must meet the following requirements.

- Internet and e-mail access
- A certified/supported browser that supports 128-bit encryption
- Adobe Acrobat Reader 7.0 or higher

We may revise hardware and software requirements, and if there is a material chance that the changes may impact your ability to access Online eStatements, we will notify you of these changes in advance and provide you an opportunity to change your method of receiving disclosures (e.g. change to paper format vs. electronic format) without the imposition of any fees.

### **Change in Terms**

The Bank reserves the right to change the terms and conditions of this agreement (including fee schedule) at any time, including the addition and deletion of Online eStatements services. We will update this agreement on our website and may notify you of such changes by mail or electronic message to your most recent addresses 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, any stricter limits on the type, amount or 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 online statement service when such 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 online statement service and notifying us of your election by US Mail.

The Bank reserves its right to terminate this Electronic Statement Disclosure Agreement and your access to the online statement service, in whole or in part, at any time, including, but not limited to, when you have not logged on to use the Online Banking Services for over 120 days.

#### **Disclaimer of Warranty and Limitation of Liability**

You agree that the Bank shall not be held liable if you are unable to gain access to the website or the Bank's Online Banking Service from time to time. You understand that some or all of the Online eStatements Services and/or other 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.

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 Online eStatements provided to you under the Agreement. We do not and cannot warrant that the Online eStatement Service will operate without error, or that the Online eStatement 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 Online eStatement 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.

#### **Proceed with Acceptance of Online Disclosures**

With your acceptance of these disclosures, you agree to accept periodic deposit account statements including important notifications that may appear on your statements, in an electronic format instead of our mailing you a monthly paper statement. You also agree that you have the necessary equipment for accessing and viewing Online eStatements and you agree to notify us if you change your e-mail address or if you no longer want to receive statements electronically. You can still enroll at a later time within the Online Banking Service.

If you have inquiries regarding your account, please contact us at:

Dundee Bank  
5015 Underwood Avenue  
(402) 504-4000