

## eStatement Agreement

### **eStatement Requirements:**

- To access, download and print eStatements you need a personal computer with Internet and email access.
- You must have Adobe Acrobat Reader 5.0 or higher (to download a free copy of Adobe Acrobat Reader, please go to [www.adobe.com](http://www.adobe.com))
- We recommend a personal computer with Internet Explorer 5.5 Service Pack 2 or higher but can support any browser with 128-bit encryption capabilities (i.e. Netscape 4.03 or higher; Firefox or higher).

### **Electronic Delivery of Statements**

By completing the consent agreement you agree to permit Carroll County Trust Company (the "Bank") to make disclosures and provide notices to you in electronic form, instead of providing such notices and disclosures in written form. By request Carroll County Trust Company may provide both eStatements and traditional printed statements for specified accounts.

Your consent and agreement shall relate to all forms of disclosures and notices required under applicable law as a result of the various agreements between you and the Bank and shall remain valid until such time as you exercise your right to revoke this consent. You elect and authorize us, at our discretion, to electronically deliver your account statement(s) and notices that we are required to provide you under applicable Federal and State statutes and their implementing regulations, as amended from time to time.

Other Federal and State laws and regulations ("laws") may be enacted or amended in the future to provide for electronic delivery of account statements and notices. Your election also authorized us, at our discretion, to provide electronic delivery of such statements and notices pursuant to these laws after they become effective.

### **Terms and Conditions of Your Electronic Statement Agreement**

By entering into this Agreement, you accept all the terms and conditions contained in the agreement. Please read it carefully.

The terms and conditions of your Account Agreement and Disclosure for each of your bank accounts as well as your other agreements with the Bank such as loans continue to apply notwithstanding anything to the contrary in this Agreement.

This Agreement is also subject to applicable federal laws and the laws of the State of Missouri. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and the Bank's successors and assigns. Certain of the obligations of the parties

pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.

### **Definitions**

“We”, “Our”, “Us” or “The Bank” mean Carroll County Trust Company.

“You” and “your” refer to the account owner(s) authorized by the Bank to receive eStatements under this Agreement.

“Account” or “accounts” means your accounts at the Bank.

“Business days” means any calendar day other than Saturday, Sunday, or any holidays recognized by the Bank.

### **Consent to Electronic Delivery of Account Statements**

You have the right to receive monthly, printed Account statements mailed to your mailing address of record. By entering in this Agreement, you understand that the Bank will cease providing you with printed statements in the mail, and that all future account statements will be maintained on a website that you may access to obtain, review, print and otherwise copy/download your periodic statements. Each month we will send a notice to you advising you of the availability of your eStatement. You may then access your statement via a link to our website using the procedures we authorize. You agree to notify us immediately, in person, via telephone or via U.S. Mail, of any change in your e-mail address. For your protection and for security purposes, we will not accept any change of e-mail address notices via e-mail.

You understand that if you decide in the future that you would like to receive printed statements in the mail instead of receiving eStatements electronically, you agree to notify the Bank in person, via telephone, or via U.S. Mail. Our telephone number and postal mail address are listed below in the section entitled “Communications between the Bank and You.”

### **Security**

You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your eStatement for each of your Carroll County Trust Company accounts as soon as you receive/access it. You agree to protect the confidentiality of your account and account number, and your user ID and password. You understand that your user ID and password by itself or together with information related to your account, may allow unauthorized access to your account. Data transferred via eStatement is not encrypted. 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 e-mail transmitted to and from us, will not be monitored or read by others.

**Password Security.** For security reasons, we will require the use of an individualized password to gain access to your Carroll County Trust Company statements. If you are prevented access due to incorrect password, please contact us in Carrollton at (660) 542-2050 or in Hale at (660) 565-2212.

Your logon password is confidential information that should be known only by you. Carroll County Trust Company **will not**, for any reason, ask for your logon password. If anyone contacts you and requests

this information, contact us immediately. You are responsible for keeping your logon password confidential.

### **Periodic Statements**

By enrolling to receive eStatements, you will not receive a separate printed and mailed statement.

Your eStatement will be dated the day of the e-mail notifying you of the availability of your eStatement (the "E-mail Date"). You must promptly access/review your eStatement and any accompanying items and notify us in writing within the applicable time period specified in your Account Agreement and Disclosure of any error, unauthorized signature, lack of signature, alteration or other irregularity. If you allow someone else to access/review your statement, you are still fully responsible to access/review the statement for any errors, unauthorized signatures, lack of signatures, alterations, or other irregularities. Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the E-mail Date regardless of when you receive and/or open the eStatement.

If you need to obtain a printed copy of a statement that has not been mailed to you because you have enrolled to receive eStatements instead, please call the Bank in Carrollton at (660) 542-2050 and in Hale at (660) 565-2212.

### **Change in Terms**

We may change any term of this Agreement at any time. If the change would result in increased fees for any bank service, or increased liability for you, we agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will provide any required notice of the change in terms to you by e-mail or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. If there is more than one party to the account, notice to any one-account owner will be effective for all. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that the applicable deposit agreements and disclosures govern changed to fees applicable to specific accounts.

### **Communications between the Bank and You**

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

**Telephone:** You can contact us by telephone in Carrollton at: (660) 542-2050 and  
In Hale at: (660) 565-2212

**Postal Mail:** You can write to us at:

Carroll County Trust Company	Carroll County Trust Company
2 S. Folger, PO Box 187	201 Main St., PO Box 188
Carrollton, MO 64633	Hale, MO 64643

### **Consent to Electronic Delivery of Notices**

You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer

disclosures, may be made electronically via e-mail, notice with instructions/links or via an e-mail with attached disclosures. You agree to notify us immediately of any change in your e-mail address.

We will send all notices, attachments and/or documents via e-mail to the last known e-mail address provided by you. You agree to notify us promptly in person, in writing (by letter sent via U.S. Mail), or by calling us at the telephone numbers listed above, of any change of your e-mail address. For your protection and for security purposes, we will not accept any change of e-mail address notices via e-mail. If you have not notified us in writing of any change of your e-mail address, you agree that your failure to provide us with a good e-mail address is the result of the lack of ordinary care on your part. If we become aware that you are not receiving e-mail, we will send all notices, attachments and/or documents to you via U.S. Mail to your last address of record.

### **eStatement Procedures**

You will receive an e-mail shortly after the end of each statement period (not all accounts generate monthly statements) with your eStatement. You may link to the Bank's eStatement site by clicking on the link in the e-mail. Clicking this link will take you to the Logon page for eStatements. You will need to enter your user ID and password to view your eStatement.