



Expect the Best!

The Waterford Commercial & Savings Bank

ELECTRONIC DELIVERY OF BANK STATEMENTS & NOTICES CONSENT AND AGREEMENT

1. **Welcome!** Welcome to the Waterford Commercial & Savings Bank's Online Electronic Bank Statement and Notice Delivery Service. Our goal is to provide you with an easy, secure and convenient way to receive, view, save and print your periodic Bank Statements and notices.

2. **Your Consent.** For the Bank to begin forwarding your Bank Statements or notices to you electronically, we need your consent. Please review the information below prior to giving your consent. By agreeing to have your Bank Statements or notices sent electronically, you also agree to notify the Bank immediately in writing (by mail, fax or email) of any change in your email address or any errors or complications relating to your electronic receipt or access of your Bank Statements or notices.

- **Your rights/options to receive a disclosure in paper form** – If you elect to receive your Bank Statements and notices through electronic delivery, the Bank will no longer send you your statements or most of your notices through the mail. If you want to receive your statements electronically and in paper form through the mail, you will be charged a monthly service charge fee of \$6.00 (Charge to Receive Electronic and Paper Statements) for receiving your statements in both electronic and paper form.
- **Whether your consent applies only to a particular transaction or to categories of transactions** – Your consent, which will be given by signing this Consent and Agreement and providing it to the Waterford Commercial and Savings Bank, is to authorize the Bank to forward to you electronically your periodic Bank Statements and any other disclosures that the Bank might send to you with your Bank Statements, such as Truth in Lending disclosures or other required disclosures relating to your accounts.
- **The right to withdraw consent to have records provided electronically, including any consequences or fees associated with doing so** – To discontinue this electronic delivery service, you can email your request to the Bank or you can request a discontinuance of the service by contacting the Bank in writing. The email address, mailing address and phone number for the Bank are set forth in the Consent and Agreement. It will take up to 45 days for the Bank to implement your request, and after such time you will no longer receive your statements or notices electronically. We will charge no fees for discontinuing the service.
- **How the consumer may obtain a paper copy of the record upon request** – The steps you must take to obtain paper copies of a particular statement and the related fees are set forth in our Service Charge disclosure.
- **Hardware and software requirements for access and retention of the electronic information** – The hardware and software requirements to enable you to receive and retain your Bank Statements electronically are discussed below in **Our Requirements**.

3. **Our Requirements.** First, the same terms apply with respect to electronically delivered Bank Statements and notices as for those delivered in paper form, and the deposit agreements and disclosures that you have previously entered into with or received from the Bank remain in effect.

Second, for you to be able to receive and view your statements and notices effectively, you must use an Internet browser that supports 128-bit encryption. For security purposes, we support the most current version of popular browsers, such as Microsoft Internet Explorer, Mozilla/Firefox, Netscape Navigator/Communicator, or AOL's browser. Also, to view your Bank Statements, you will need Adobe Acrobat Reader 5.0 or greater. This product is available for free at <http://www.adobe.com>.

Additionally, we will be using a service called CSISafe to safely and securely deliver your Bank Statements and notices. CSI eSafe will store your Bank Statements and notices electronically for 90 days from the date of delivery. You may print or download your Bank Statements and notices to retain copies of them. You may subscribe to CSISafe's long

term storage service if you want to retain your Bank Statements and notices online in secure electronic storage for more than 90 days. A file will also be included with your Bank Statement delivery that will contain a list of all of your banking transactions. This file can easily be imported into a number of money management programs.

4. **Privacy.** Our Privacy Policy (that has been previously provided to you) will apply to this service and the policy is incorporated into and made a part of this Consent and Agreement. CSISafe is subject to our rules on privacy in relation to your Bank Statements. As discussed in paragraph 6 below, you must have a unique user name and password to access your Bank Statements and notices. Your user name must be a valid email address. This email address will be used in accordance with the Bank's privacy statement to deliver your Bank Statements or notices to you. It will not be sold or otherwise provided to third parties. Please refer to the CSISafe's website Privacy notice and consent for their rules.

5. **Service Availability.** The Waterford Commercial and Savings Bank may change, suspend or eliminate all or any aspect of this delivery service upon notice to you.

6. **Security.** We are providing this service through CSISafe because of its method of maintaining the security of confidential documents. To access your Bank Statements and notices you will be required to adopt a user name and password. Your password must be at least eight characters and contain a mix of letters and numbers. **Your user name must be a valid email address.** To protect the security of your banking information, you must not disclose or share your password with any third party. In addition, your Bank Statements and notices will not be forwarded to you through standard email. You will be notified by email that they are available for you to access on the CSISafe server.

7. **No Warranty for Continuous or Uninterrupted Service.** Because of the unpredictability of the internet, we do not guarantee continuous or uninterrupted access to your Bank Statements and notices through the internet. However, should you be unable to access your Statements or notices, you can call the Waterford Commercial and Savings Bank and we will take other measures to provide copies of your Statements and notices to you.

8. **Limit of Liability.** You agree that in no event will we or our suppliers (or any of our or our supplier's shareholders, members, officers, directors, or employees) be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with your use of our service, even if we have been advised of the possibility that such damage will occur. Further, you agree that neither we nor our suppliers (or any of our or our supplier's shareholders, members, officers, directors, or employees) will be liable for any technical, hardware, or software failure of any kind, any interruption in the availability of our service, any delay in operation or transmission, any incomplete or garbled transmission, computer virus, loss of data, or other similar loss.

To the extent we may have breached any term of this Consent and Agreement, you agree that your sole remedy is to discontinue use of this service. You further agree that our liability to you in any case (whether in contract or tort) will not exceed amounts paid to us within the last 90 days (if any) for this service.

9. **Notices.** If you want to send us a notice in relation to this Consent and Agreement, you must send it by email or regular mail to the Waterford Commercial and Savings Bank. We may notify you by sending notice to your email address or by mailing your notice by U.S. mail return receipt requested to our most current mailing address that we have for you. You agree that any notices sent by email will be deemed delivered and received 48 hours after being sent. You agree that any notices sent by U.S. mail as provided in this paragraph will be deemed delivered and received three days after the date of mailing.

10. **Arbitration.** You agree that at any claim or controversy relating to this Consent and Agreement will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. You agree that any claim or controversy you may have will be arbitrated on an individual basis and will not be consolidated in any arbitration with any claim or controversy of any other party. You agree that the arbitration will be conducted in the city in which the Bank's main office is located and that judgment on the arbitration award may be enforced by any court having proper jurisdiction.

11. **Governing Law.** You agree that this Consent and Agreement is governed by the laws of the State in which the main office of the Waterford Commercial and Savings Bank is located, excluding any application of conflicts of laws, rules or principles. You agree that the sole jurisdiction and venue for any litigation arising from your use of our service shall be an appropriate federal or state court located in the city in which the Waterford Commercial and Savings Bank's main office is located.

ELECTRONIC DELIVERY OF BANK STATEMENTS & NOTICES CONSENT AND AGREEMENT

Please detach and return this page to the Waterford Commercial and Savings Bank.

Name: _____

Accounts:

Services Requested:

- | | | |
|---|---------------------------------------|------------------------------------|
| <input type="checkbox"/> Checking _____ | <input type="checkbox"/> E-Statements | <input type="checkbox"/> E-Notices |
| <input type="checkbox"/> Savings/Club _____ | <input type="checkbox"/> E-Statements | <input type="checkbox"/> E-Notices |
| <input type="checkbox"/> Loans _____ | <input type="checkbox"/> E-Statements | <input type="checkbox"/> E-Notices |
| <input type="checkbox"/> CDs _____ | <input type="checkbox"/> E-Statements | <input type="checkbox"/> E-Notices |
| <input type="checkbox"/> IRAs _____ | <input type="checkbox"/> E-Statements | <input type="checkbox"/> E-Notices |
| <input type="checkbox"/> Deposit Box _____ | <input type="checkbox"/> E-Statements | <input type="checkbox"/> E-Notices |

By signing below you acknowledge that you have read and understood the ELECTRONIC DELIVERY OF BANK STATEMENTS & NOTICES CONSENT AND AGREEMENT. You are also authorizing the Waterford Commercial and Savings Bank to forward electronically your periodic Bank Statements, notices and any other disclosures that the Bank previously sent to you with your Bank Statements, such as Privacy notices and other required disclosures relating to your account(s). You will be notified by email when your E-Statement or E-notice is available.

Email Address: _____

Signature: _____ **Date:** _____

BANK USE ONLY

Request Received by Initials/Date _____	<input type="checkbox"/> In Person	
	<input type="checkbox"/> Mail	
Request Handled by Initials/Date _____	<input type="checkbox"/> Electronically	
	<input type="checkbox"/> Telephone Send Disclosure to Customer	Initials/Date _____ Sent to _____
Welcome Email sent and Verified by Information Technology Department _____		

I wish to CANCEL E-Statement Delivery

I wish to CANCEL E-Notice Delivery

I authorize the Waterford Commercial and Savings Bank to withdraw my consent in receiving electronic delivery of statements and/or notices through CSISafe. I wish to begin receiving my printed statements and/or notices by standard mail.

Signature: _____ Date: _____

Request Received by: _____ Date: _____

Request Handled by: _____ Date: _____

Verified by: _____ Date: _____