



## Online Statement and Alert Delivery Agreement

This agreement ("Agreement"), made between you and Bank of Old Monroe for the purpose of receiving an electronic version of your account statement online and for receiving electronic notifications ("Alerts") that your Online Statement is available for your accounts, governs the terms of use of Bank of Old Monroe's Online Statement delivery and Alert service ("the Service"). As used in this Agreement the words "we," "our" and "us" mean Bank of Old Monroe and the words "you" and "your" mean the account holder who has elected to receive his or her Online Statement and Alert.

This Agreement is in addition to other agreements between you and us, including the applicable deposit account disclosure agreement(s) and terms and conditions, and our rules and regulations.

By clicking the "Submit" button and enrolling in the Service, you agree to abide by the terms and conditions set forth in this Agreement and acknowledge your receipt and understanding of the Agreement and disclosures contained in the Agreement. You also acknowledge that Alerts will not be encrypted and you agree to receive Alerts that may include confidential information pertaining to you and your account(s). Please read this Agreement carefully and retain a copy for your records. If you do not click the "Submit" button, you will not be enrolled in the Service and will not be bound by this Agreement.

### **Description of Online Statements**

You may elect to receive your statements online only for any Eligible Accounts (defined below), that you choose. Online Statements will be viewable electronically in Portable Document Format ("PDF") that you can view online, save to your computer or print at your convenience. Any legal notices that normally accompany your mailed statement will either continue to be mailed under separate cover or delivered to you electronically. From time to time, we may add to, modify or delete any feature of the Service at our sole discretion.

You understand and agree that by enrolling in the Service, you may no longer receive a statement by mail.

### **Registration for the Service**

In order to use the Service, you must be a Bank of Old Monroe customer. You must accept the terms of the E-Sign Act in addition to this Agreement to become a registered user of the Service.

Any account owner can enroll accounts with joint ownership for the Service. Once enrolled, the account owners will no longer receive paper statements. The account statement will be available for viewing online to all owners of the account who are enrolled in Bank of Old Monroe regardless of which owner enrolled for the Service.

### **Eligible Accounts for Online Statements**

**Consumer and Small Business Checking, Savings and Money Market accounts.** Each account must be enrolled for the Service on an individual basis. Online Statements will be available at the same frequency as your statement that was previously mailed. Generally, this means that you will receive a monthly statement online for checking

and money market accounts. If you previously received a quarterly mailed statement for a standard savings account you will be changed to a monthly online statement.

### **Accessing Your Online Statements**

Your Online Statement and accompanying legal notices and disclosures will be presented to you via Bank of Old Monroe Internet Banking or under separate cover. Once you enroll in Bank of Old Monroe Internet Banking, you and all other account owners will have access to E-statements in Products and Services within Bank of Old Monroe Internet Banking. You will receive an Online Statement Account Alert delivered to a personal email address you specify, informing you that your Online Statement is available for viewing with Bank of Old Monroe Internet Banking.

Once enrolled in the Service, you can build up to 18 months of statement history, and will be able to view the current month's statement as well as up to 17 previous statements. Immediate access to statement history may vary based on the account type. All statements are in a format that can be printed or saved to your hard drive for your future reference.

If you currently receive duplicate statements at the same address, mailing of the duplicate copy will be discontinued; however, you can print multiple copies of your statement through the Service. If you currently have statements mailed to an interested party, i.e., a statement mailed to your accountant, mailing of the interested party statement will be discontinued; however, you can forward your statement to your interested party at your own discretion.

### **Change Statement Delivery Method**

Contact us any time if you wish to discontinue this Service, 888-661-9990

When you discontinue the Service, you will automatically receive paper statements beginning with your next statement cycle, and your Online Statements and Online Statement Account Alerts will be discontinued. The statements that were previously presented online will not be mailed to you and you will not be able to access them online; however, you can order copies of past statements through Bank of Old Monroe Bookkeeping Department. When you receive your paper statement, please note it may not have all of the same accounts that were included prior to enrolling for the Service. Any accounts that were previously combined on your paper statement will have to be re-combined through Customer Service.

### **Description of Alerts**

When you register to receive Online Statements, you will receive Alerts informing you when your Online Statement is available for viewing with Bank of Old Monroe Internet Banking. Alerts will be sent to an email designated by you. You agree to notify us of any change to your email address in order to ensure continued delivery of your Account Alerts.

### **Third Party Services**

You may access, through the Service, merchandise or services from third party individuals or entities other than Bank of Old Monroe ("Third Party Services"). All matters concerning Third Party Services are solely between you and the Third Party Service provider. We make no warranties or representations whatsoever with regard to Third Party Service providers' merchandise or services. The inclusion of advertisements or links to such Web sites does not imply any endorsement of the material on such websites by Bank of Old Monroe. BANK OF OLD MONROE IS

NOT RESPONSIBLE OR LIABLE TO YOU FOR ANY DAMAGES, LOSSES, OR INJURIES WHEN YOU ACCESS THIRD PARTY INSTITUTIONS' WEB SITES AND THE SERVICES AVAILABLE AND POLICIES RELATING TO THE USE OF THEIR SERVICE.

You understand and agree that receipt of Account Alerts may be delayed, or prevented by factors affecting your Internet service provider(s), phone operator(s), and such other relevant entities ("Third Party Service Providers"). All matters concerning Third Party Service Providers are solely between you and the Third Party Service Provider. We make no representations or warranties whatsoever with regard to Third Party Service Providers' products and services. Bank of Old Monroe neither guarantees the delivery nor the accuracy of the contents of and Account Alert. Bank of Old Monroe will not be liable for losses or damages arising from (a) non-delivery, delayed delivery, or mis-delivery of an Account Alert or (b) inaccurate content in an Account Alert.

### **Security**

Information you provide in connection with the Service will be stored on a secure server and protected by advanced encryption techniques. These security measures are intended to keep this important information under a virtual lock and key so that it may only be used by you; however this security is partly contingent upon your responsible behavior in protecting your User ID and Password for the Service – please use maximum caution in protecting your User ID and Password (see "User Responsibilities" below). For your protection, the content of Account Alerts will only include the last four digits of your account number and general transaction information.

### **Privacy**

Protecting your privacy is important to Bank of Old Monroe. We will gather and disclose personal information about you only as allowed by law. All information gathered from you in connection with using the Service will be governed by the provisions of the Bank of Old Monroe Privacy Policy.

<http://www.bankofoldmonroe.com/site/privacy.html>

### **International Use**

Bank of Old Monroe does not make any representations that any content or use of the Service is appropriate or available for use in locations outside of the United States and accessing the Service from territories where its contents or use is illegal is prohibited by Bank of Old Monroe. If you choose to access the Service from locations outside the United States, you do so at your own risk and you are responsible for compliance with local laws.

### **Proprietary Rights**

**Materials.** Other than your materials and account information, all content included or available on the Service, such as advertisements, text, graphics, logos, button icons, images, audio clips and software, is the property of Bank of Old Monroe, and/or third parties and is protected by copyrights, trademarks or other intellectual and proprietary rights. The compilation (meaning the collection, arrangements and assembly) of all the content on the Service is the exclusive property of Bank of Old Monroe and/or its licensor and is protected by copyrights or other intellectual property rights.

**Trademarks.** The trademarks, logos, and service marks displayed on the Service (collectively "Trademarks") are the registered and unregistered Trademarks of Bank of Old Monroe, or third parties. Under no circumstances may you use, copy, alter, modify or change these Trademarks. Nothing contained on the Service should be construed as granting by implication or otherwise any license or right to use any Trademark without the express written **permission of Bank of Old Monroe or the third party, which has rights to such Trademarks, as appropriate.**

## **User Responsibilities**

**Protecting your Bank of Old Monroe User ID and Password.** As a Bank of Old Monroe customer, you have a User ID and password which allow you access to the Service. Your responsibility for transactions and other activities that occur are undertaken using your User ID and Password includes those transactions and activities that may be taken by anyone using the Service after logging in with your User ID and Password. You are also responsible for keeping your User ID and Password confidential and for ensuring that you have logged out of the Service when your session is complete to prevent unauthorized persons from using the Service. You agree that you will be the only user of your User ID and Password, that you will not transfer or disclose any of this information to any other persons, and that you will be responsible for all usage of the Service and any fees associated with use of other services accessed through the Service on your account whether or not authorized by you. You agree to immediately contact us if you know or suspect any unauthorized use of your User ID and Password. Please use maximum caution in protecting your User ID and Password from disclosure to anyone else – you may be ultimately responsible for any transactions or actions made by a party accessing the Service by using your User ID and Password.

**Providing Personal Information.** You agree to provide true, accurate, current and complete information about yourself as requested and you agree not to misrepresent your identity.

**No Illegal Use of the Service.** You agree not to use the Service to conduct any business or activity or solicit the performance of any activity prohibited by law or any contractual provision by which you are bound. You agree to comply with all applicable laws, rules and regulations in connection with the Service. You certify that you are 18 years of age or older or otherwise able to lawfully enter into contracts under applicable law.

**Equipment.** You are responsible for and must provide all telephone and other equipment, software (other than any software provided by us) and services necessary to access the Service. You will need Adobe Acrobat Reader to view, print and/or save your Online Statements and Legal Notices. A link to adobe.com will be provided if you need to download the software. There is no fee for the download.

## **Change in Terms of Use**

Bank of Old Monroe reserves the right to modify this Agreement at any time. Any modifications shall be effective when they are posted on the Service. You will be notified as soon as possible when any changes are made which materially affect your rights, such as changes regarding how your information is maintained or used. Notification will either be mailed under separate cover or delivered to you online.

## **Termination**

This Agreement will be in effect from the day your registration is submitted by you and accepted by Bank of Old Monroe and at all times while you are using the Service. Bank of Old Monroe may terminate this Agreement and your use of the Service at any time without prior notice. We will notify you of the change in an appropriate manner as soon as reasonably possible. You may terminate as described above. All applicable provisions under this Agreement shall survive termination by either you or Bank of Old Monroe, including, without limitation, provisions related to intellectual property, warranty disclaimers, limitations of liability, indemnification, and the miscellaneous provisions.

## **Limitation of Liability Relating to Use of the Service**

Except as otherwise provided in the Agreement or otherwise expressly provided by applicable law or regulation, you agree that neither Bank of Old Monroe nor any party that provides Internet access or equipment sued to

access the Service, nor any agent, independent contractor or subcontractor of any of the foregoing (“Service Providers”) will be liable for any loss, injury or damage, including, without limitation, direct, indirect, incidental, special, consequential or punitive damages, whether under a contract, tort or any other theory of liability, arising in any way out of the Equipment used to access the Service, including, without limitation, any loss, injury or damage relating to any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, line failure or unauthorized interception or access to your communication with us, even if we or the Service Providers are aware of the possibility of such events.

In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys’ fees.

#### **Indemnification**

You agree to indemnify, defend and hold Bank of Old Monroe and its affiliates, officers, directors, employees, consultants, agents, service providers and licensors harmless from any and all third party claims, liability, damages and/or costs (including but not limited to reasonable attorneys’ fees) arising from (a) a third party claim, action or allegation of infringement, misuse or misappropriation based on information, data, files or other Materials submitted by you to the Service; (b) any fraud, manipulation or other breach of this Agreement by you; (c) any third party claim, action or allegations brought against Bank of Old Monroe arising out of or relating to a dispute with you over the terms and conditions of an agreement or related to the purchase or sale of any goods or services; (d) your violation of any laws or rights of a third party; or (e) your use of the provision of the Service or use of your account by any third party. Bank of Old Monroe reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Bank of Old Monroe in asserting any available defenses. You will not settle any action or claims on Bank of Old Monroe’s behalf without prior written consent of an authorized officer of Bank of Old Monroe.

#### **Other Provisions**

**Severability.** If any provisions of this Agreement is held to be void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of such provision in any other jurisdiction or any other provision in that or any jurisdiction.

**Headings.** The headings in this Agreement are for convenience or reference only and do not govern the interpretation of provisions of the Agreement.

**Waiver.** We may waive any term or provision of this Agreement at any time or from time to time, but any such waiver shall not be deemed a waiver of the term or provision in the future. We shall not be deemed to have waived any of our rights or remedies with regard to this Agreement hereunder, unless such waiver is in writing and signed by an authorized representative of Bank of Old Monroe. No delay or omission shall operate as a waiver of such right or remedies or any other rights or remedies.

**Assignment.** You may not assign this Agreement to any other party. We may assign this Agreement or delegate or transfer any or all of our rights and responsibilities under the Agreement to any third party or parties.

