# CB&S Bank Electronic Statement Disclosure Agreement

By accepting the "CB&S Bank's Electronic Statement Disclosure Agreement", you consent and agree that CB&S Bank may provide certain disclosures, account statements and notices to you in electronic form, in lieu of paper form, including but not limited to: Privacy Policy, Truth-in-Savings Disclosures, Electronic Funds Transfer (EFT) Disclosures, Funds Availability Disclosures, Overdraft Coverage Policy Disclosure, Regulation E Opt-In/Opt-Out Disclosure for everyday debit card and ATM transactions, Fee Disclosure, Terms & Conditions, Signature Cards, electronic account statements, changes in account terms, notice of fee changes.

The words "we," "us," and "our" refer to **CB&S Bank**, and the words "you" and "your" mean you, the individual(s) or entity identified on the Account(s). As used in the Disclosure, "Account(s)" means the account(s) you have with us. "Communication" means any customer agreements or amendments thereto, monthly billing or account statements, tax statements, disclosures, notices, responses to claims, transaction history, privacy policies and all other information related to the product, service or Account, including but not limited to information that we are required by law to provide to you in writing.

These account types (eChecking and/or eSavings) can only receive eStatements, provided through our Internet Banking. You will not receive paper statements for your Account(s), and you may also receive Disclosures and other notices or communications regarding your Account(s) electronically and not in paper form.

#### Communications Provided in Electronic Form

- You agree that we may provide you with any Communications that we may choose to make available in electronic format, to the extent allowed by law, and that we may discontinue sending paper Communication to you, unless and until you withdraw your consent as described below.
- Your consent to receive electronic communications and transactions includes (as noted above), but is not limited to:
  - All legal and regulatory disclosures and Communications associated with the Account or the product or service available through Internet Banking for your Account.
  - O Notices or disclosures about a change in the terms, or change in fees of your Account.
  - o Internet Banking Agreement
  - o Privacy policies and notices
  - Monthly (or other periodic) billing or account statements for your Account(s)
  - Lending disclosures
  - Note: Your consent to receive electronic communications does not automatically enroll you in eStatements. You must complete a separate enrollment to stop receiving by U S. Mail paper account statements (and any other types of Communications we may include in eStatements). You must enroll in Internet Banking in order to receive eStatements.

## **Method of Providing Communications in Electronic Form**

All Communications by CB&S Bank to you in electronic form will be provided either by:

- Email. or
- 2. Reviewing your alerts and messages through Internet Banking.
  - ❖ Note:
- At our option, we may treat your provision of an invalid email address, or the subsequent malfunction of a previously valid email address, as a withdrawal of your consent to receive electronic Communications.

- **CB&S Bank** will not impose any fee to process the withdrawal of your consent to receive electronic Communications; however, your access and use of Internet Banking may be terminated.
- Any withdrawal of your consent to receive electronic Communications will be effective after a reasonable period of time to process your withdrawal.

# **How to Request Paper Copies**

- CB&S Bank will never send you a paper copy of any Communication which is available electronically, unless requested.
- You can obtain a paper copy of an electronic Communication by printing it yourself, or by requesting a mailed paper copy within a reasonable timeframe after first made available.
- To request a mailed paper copy, please call 877-332-1710 or contact your nearest CB&S Bank location.
- The Bank may charge you a reasonable service charge for requested mailed copies, but will notify the customer of the charge prior to completing the request.
- The Bank reserves the right, but assumes no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.

## **Updating Your Records**

- You can update information through the Profile menu in Internet Banking by visiting <a href="mailto:cbsbank.com">cbsbank.com</a>, or by calling 877-332-1710 or contact your nearest CB&S Bank location.
- It is the customer's responsibility to provide CB&S Bank with accurate and complete email address and contact information.
- It is the customer's responsibility to maintain and update promptly any changes in your information. You may contact us regarding such changes via any of the options listed in the section below "How to Cancel Electronic Statements" or update through the Profile menu in Internet Banking as noted above.
- In the event email is returned undeliverable, notifications will be sent to the physical address on file at the Bank.

#### Hardware and Software Requirements

To participate in Internet Banking and to access, view, and retain electronic Communications your system will need the following requirements:

- Sufficient electronic storage capacity on your device's hard drive or other data storage unit;
- A valid email account and email accessibility;
- Computing device with operating system of either Microsoft Windows 7 or higher, or Mac OS 10.5 or higher, or Android Marshmallow (6.0) or higher;
- Connection to the internet;
- Compatible browser including Google Chrome, Microsoft Edge, Internet Explorer 11, Firefox, Safari 9.0 or higher, or Opera 10.0 or higher;
- Adobe Reader version 8.0 or higher;
- A printer if you wish to print communications;

If we revise hardware and software requirements to access and retain electronic communication, we will notify you of these changes at least 30 days in advance and provide you a notice of your right to withdraw consent to electronic communication without the imposition of any fees.

Note: CB&S Bank is not responsible for any electronic virus or viruses a customer may encounter. It is the Bank's recommendation for the customer to perform routine scans for your PC by using a virus protection product.

# **Communications in Writing**

All Communications in either electronic or paper format from the Bank to you will be considered "in writing." You should print or download a copy of this Disclosure for your records and any other Communication that is important to you.

#### How to Cancel Electronic Statements and other electronic Communication

- You may withdraw your consent to receive Communications in electronic form at any time by:
  - 1. Sending us a secure email through the Internet Banking Service, or
  - 2. Calling us at 877-332-1710, or
  - 3. Contacting your nearest CB&S Bank location, or
  - 4. Send us a letter via U.S. mail to:

CB&S Bank

PO Box 910

Russellville, AL 35653

If you decide that you no longer want e-communication and you let us know using one of the methods described above, be sure to identify yourself and your accounts that you want withdrawn from electronic delivery authorization. If you withdraw from e-communication and do not have activity within Internet Banking, we reserve the right to cancel your Internet Banking Services.

If you have previously accepted e-communication, but now wish to cancel, contact us at 877-332-1710 to reinstate delivery to your physical address on file at CB&S Bank. Online statements and documents will still be available for viewing in Internet Banking but you will also receive your statements via US Mail within the next statement cycle. You can still accept electronic delivery of statements and other disclosures at a later time by contacting us at 877-332-1710 and by re-enrolling online.

If you decide that you no longer with to receive electronic account statements, your account will be converted to a regular free checking account or statement savings, depending upon the product(s) you open through this online account opening channel.

#### **Termination / Changes**

- CB&S Bank reserves the right, in sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. The Bank will provide you with notice of any such termination or change as required by law
- It may be necessary to change the terms or conditions regarding your statement access. In such an event, the Bank will notify you via email communications or written notification.

### **Federal Law**

You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and the Bank both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

# **Acceptance of E-Communication**

By selecting "I acknowledge that I have read the above disclosure" you agree that your system meets the requirements noted above and that you consent to receive all communications including disclosures, notices, account statements and other communication from CB&S Bank in electronic form. An electronic record is created in our system when you make this selection, demonstrating your consent to receive electronic communications.