



## **SOUTH SOUND BANK**

### **Notice and Consent Regarding Electronic Delivery of South Sound Bank's Statements**

**E-STATEMENT DISCLOSURE AND USER AGREEMENT:** This Agreement made between you and South Sound Bank is an addendum to the "Internet Banking Terms and Conditions" previously agreed upon. Definitions as used in this Agreement: the words "we", "our" and "us" mean South Sound Bank. "You" and "your" mean the account owner(s) authorized to receive e-Statements under this Agreement. "Account" or "accounts" mean your deposit accounts at South Sound Bank. "Business day" means Monday through Friday, excluding Federal Holidays.

**BY AUTHORIZING E-STATEMENT DELIVERY FOR YOUR ACCOUNT:** 1) You are enrolling in the e-Statement service through online banking and you are affirmatively consenting to receive your periodic account statements electronically. If your South Sound Bank account is owned jointly with another person(s), any one of you may consent to receive electronic disclosures and e-Statements and that person's election to access e-Statements shall apply to all of you. 2) You are agreeing to discontinue the receipt of a paper statement for the checking, savings, and/or money market accounts as indicated by you on your e-Statement Enrollment Form. 3) You are agreeing to receive regulatory and disclosure notices through South Sound Bank's website.

**TECHNICAL REQUIREMENTS FOR USING E-STATEMENTS:** To access and retain your e-Statement(s), you will need the following: 1) Internet access and valid e-mail address; 2) Online Banking through South Sound Bank; 3) Apple Safari® 6.0 or higher, Google Chrome™ current version, Mozilla Firefox® current version, Microsoft Internet Explorer® 7.0 or higher, or Opera™ 10.0 or higher; 4) Adobe Acrobat® Reader 10 or higher 5) Access to a printer or the ability to download information in order to keep copies of your e-Statements for your records. Updated operating systems and browsers are available on our home page at [www.SouthSoundBank.com](http://www.SouthSoundBank.com).

**ACCESS TO YOUR E-STATEMENTS:** An e-mail notification will be sent to you at the address provided by you to let you know when your e-Statement is available for viewing. Your e-Statement for your current statement cycle will be available no later than 3 business days after your cycle date. Your normal statement cut-off date will not change when you elect to receive e-Statements. E-Statements will be available for viewing by you for at least 18 months after the date it is posted on the online banking website as long as your account and online banking remain active during that time. You may find it advisable to print or download e-Statements for permanent retention. For a fee, paper copies of e-Statements are available upon request. You may request a paper statement by contacting us as provided below (see "How to Contact Us" below).

**HOW TO DISCONTINUE ELECTRONIC DELIVER OF E-STATEMENTS:** At any time you may revoke your consent to electronic delivery and instead receive paper statements. To revoke your consent, notify us by telephone or in writing (see "How to Contact Us" below).

**PASSWORD SECURITY:** Your Access ID and Password that are used to access online banking services should be kept confidential; to protect the security of your banking information, you must not disclose or share your password with any third party. We require passwords to change every 120 days for your protection. You are responsible for keeping your password, account numbers, and other account data confidential.

**YOUR RESPONSIBILITY TO NOTIFY US REGARDING ERRORS, IRREGULARITIES, OR UNAUTHORIZED ACCESS:** You must promptly review your e-Statements and any accompanying items. Notify us immediately (see "How to Contact Us" below) of any suspected error, alteration, or other irregularity with your e-Statement or with your account, including unauthorized access. Telephoning us immediately is the best way to keep your losses down, although you may also need to notify us in writing to preserve your rights. Notification of suspected errors, alterations, or other irregularities within your e-Statement must be given within sixty (60) calendar days of the e-Statement in

which the suspected item appears. This time period begins on the e-Statement e-mail notification date, regardless of when you access and/or review your e-Statement.

**YOUR RESPONSIBILITY TO UPDATE YOUR ELECTRONIC CONTACT INFORMATION:** We will send all notices, attachments, and/or documents via email to the last known address provided by you. You agree to promptly notify the Bank if there is a change in your e-mail address or any other information needed to contact you electronically (see "How to Contact Us" below).

**UNDELIVERABLE E-STATEMENT NOTIFICATIONS:** You will receive a phone call for any rejected or returned e-Statement notifications due to invalid e-mail addresses. If after three business days South Sound Bank does not make contact with you, the Bank will mail a letter and the Statement in question to the last known mailing address that is on file for the account in question. At that time all further electronic delivery options will be cancelled.

**HOW TO CONTACT US:** If you need to contact the Bank in any of the circumstances described above, or for any other reason, you may contact us using any of the following options: 1) Go to the "Contact Us" tab on the homepage and send us an e-mail (do not include your account number or non-public personal information in the e-mail as e-mail is not secure); 2) by telephone at (360) 705-4200 or (866) 705-4200; or 3) in writing by US Mail at: South Sound Bank, PO Box 12720, Olympia, WA 98508.

**FEES FOR E-STATEMENTS:** The Bank does not currently charge fees for electronic delivery of e-Statements. We reserve the right to impose or change fees for electronic delivery and charge your deposit account for these fees at any time after providing such notice to you as may be required by law or regulation.

**AMENDMENT AND TERMINATION OF THE E-STATEMENT AGREEMENT BY SOUTH SOUND BANK:** We may amend or change the e-Statement Agreement at any time and will provide you any notice or request for authorization as may be required by law or regulation. If no notice or request for authorization is required by law or regulation, your continued acceptance of e-Statements after the effective date of such change will constitute your acceptance of and agreement with such amendment(s). We may terminate this Agreement and immediately either refuse to provide or revoke access to e-Statements at any time with or without cause or prior notice. If we terminate your access to our online banking service you will no longer receive e-Statements. Neither termination nor discontinuation of your access to our online banking service shall affect your liability or obligation under this Agreement.

**LIMITATION OF LIABILITY:** We will use our best efforts to deliver your e-Statements in a timely manner and in accordance with any applicable time required by law. However, we shall incur no liability if we are unable to deliver your e-Statement because of circumstances including, but not limited to, the following: 1) Our online banking system is not functioning properly and you know or have been advised by us of the malfunction; 2) Your equipment or internet access is not working properly; 3) internet service is interrupted (e.g. due to traffic or other disruptions); or 4) Circumstances beyond our control (including, but not limited to, fire, flood, interruption in telephone service or other communications lines, interference from an outside force, legal restrictions or delays in mail service) which prevent proper delivery, and we have taken reasonable precautions within our control to avoid such circumstances. To the extent permitted by law or regulation, we hereby disclaim all other warranties, expressed or implied, including warranties of merchantability and fitness for the particular purpose, and in no event shall we be liable for any special indirect, incidental, or consequential damages whatsoever resulting from the loss or use of data, whether or not advised of the possibility of such loss or damage.

**AGREEMENT REGARDING YOUR USE OF E-STATEMENTS:** You agree not to alter or use the e-Statements for any unauthorized, fraudulent, or other illegal purpose. By applying for and accessing e-Statements, you agree to be bound by any and all laws, regulations, and official issuances applicable to e-Statements now existing or which may hereafter be enacted, issued, or enforced as well as such other terms and conditions governing the use of other facilities, benefits, or services that South Sound Bank may from time to time make available to you in connection with e-Statements. This Agreement is subject to all applicable laws and regulations, recognized banking customs, the Bank's fee schedule in effect at the time an online banking service is used, and other requirements as set forth in "Your Deposit Account Terms and Conditions" agreement and disclosure statement as amended from time to time. Additionally, this Agreement shall be deemed null and void upon the closing of an account and all online banking services established for and available to such accounts shall be immediately terminated.