

## **eStatement Agreement**

### **Electronic Delivery of Statements and Notices**

This Agreement establishes the terms and conditions covering the electronic delivery of your account statements, notices, and disclosures and other information that we are required by applicable law or regulation to provide to you in writing (collectively “eStatements”), for your accounts at Peoples State Bank (“Bank”). **Please read this entire Agreement carefully prior to accepting this service and print or retain a copy for your records.**

**Definitions.** As used in this eStatement Agreement (“Agreement”), the words “we”, “our”, us, and “Bank” mean Peoples State Bank. “You”, “your”, and “user” mean the account holder authorized to receive electronic delivery of statements, notices and disclosures. “Account” or “Accounts” mean your accounts at Peoples State Bank. “eStatement” means any agreements or amendments thereto, monthly billing or account statements, tax statement, disclosures, notices, responses to claims, transaction history, privacy policies, notices, disclosures and all other information related to the product(s), services(s), or account, including but not limited to information we are required by law to provide to you in writing. “Website” means [www.peoplesiowa.com](http://www.peoplesiowa.com).

**Agreement and Acknowledgment.** After you have carefully read this Agreement in its entirety, you will be asked to accept the terms and conditions of the Agreement. When you accept these terms and conditions, you represent and warrant that you are authorized to execute this Agreement.

By accepting this Agreement, you agree that any statement, notice, disclosure, or other type of communication provided to you pursuant to the terms of the Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Online Banking Service, Website, online message or to the e-mail address you designate in your profile. You also agree that we may communicate with you electronically, as necessary.

You agree to abide by the terms and conditions of this Agreement and acknowledge your receipt and understanding of the disclosures contained in this Agreement. 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 and other loan agreements with us. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of any other agreement between you and us, this Agreement will control.

We will not send you paper copies of any eStatement which is available electronically from the Bank, unless you request it, or we otherwise deem it appropriate to so. You can obtain a paper copy of any electronic eStatement by printing it yourself or by requesting that we mail you a paper copy, provided that such a request is made within a reasonable time after we first provided the eStatement to you. To request a paper copy, call us at 641.932.7887; write to us at Peoples State Bank, 102 S Main Street in Albia, IA 52531; or send us a secure message through the Online Banking Secure Message service. Do not send confidential information via regular, non-secure, e-mail.

eStatements will contain the same content as the paper version. The choice (paper or eStatements) that is recorded on our system on the day the statement, notice or disclosure is generated will be the only method used to deliver the information. You should allow 7 business days for any online change requests to become available.

You agree to provide and update your e-mail address or other contact information to the Bank for communication purposes. We will rely on that address and assume that messages sent to that address are received and acknowledged by you. You agree to notify us immediately of any change in your e-mail address or contact information. To communicate the contact information change, stop in the Bank; write to us at Peoples State Bank, 102 S Main Street, Albia, Iowa 52531; or, send us a secure message through the Online Banking Secure Message service. Do not send confidential information via regular, non-secure, e-mail.

If you fail to update or change an incorrect or invalid e-mail address or other contact information, you understand and agree that any eStatement shall nevertheless be deemed to have been provided to you if they were made available to you in electronic form on our Online Banking system, Website, e-mailed to the e-mail address we have for you in our records, or delivered through other electronic means.

Any electronic communication we send to you will be considered received within three (3) calendar days of the date posted by us on the Online Banking Service, Website, online message or to the e-mail address you designate in your profile regardless of whether you log on to the Service within that time frame. To the extent permissible under applicable Law, any electronic communication you sent to us will not be effective until we receive and have had a reasonable opportunity to act on such e-mail message. You should not reply by e-mail if you need to communicate with us on an immediate basis. We, therefore, strongly suggest that you report all matters requiring immediate attention (for example, reports of alleged unauthorized transfer or errors, or requests for stop payment) to us by calling the Bank. We may, however, require you to provide us with written confirmation of any oral or electronic stop payment request or notice of alleged error.

You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your eStatement as soon as you receive it. You agree to protect the confidentiality of your Account information (Account number, User ID, password or password device). You understand that personal identification by itself or together with information related to your Account, may allow unauthorized access to your Account. Any misuse or loss resulting from the misuse of this information is the responsibility of the user. You acknowledge 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 eStatements, or email transmitted to and from us, will not be monitored or read by others.

If you believe that an unauthorized transaction has been, or may be conducted from your Account without your permission, you agree to immediately contact the Bank at 641-932-7887.

**Hardware and Software Requirements.** To use this service, you must be a registered Online Banking user. You must ensure you are able to receive information electronically and retain it. In order to properly access and retain the eStatement information you must have access to:

- A personal computer or mobile device with internet and e-mail access
- Connection to the internet
- Internet browser software program that supports 128-bit encryption. From time to time we may recommend that you upgrade your browser to maintain the latest encryption technology.
- An active e-mail account and address and the ability to access attachments to e-mail
- An up-to-date version of Adobe Acrobat Reader. You can download a free copy at [www.adobe.com](http://www.adobe.com).
- Access to a printer or the ability to download information in order to keep copies of your eStatements for your records

You are responsible for the installation, maintenance, and operation of your home computer or mobile device, modem and software. We are not responsible for any errors or failures involving any telephone or internet service, software installation, or malfunctions of any kind of or to your home computer, mobile device or related equipment.

In order to help protect your account information from unauthorized access, you should always logout of the system when each session is complete. Logging-out will help prevent unauthorized persons from using the service and viewing your account(s).

You should routinely scan your computer and any components using a reliable virus detection product. Undetected or unrepaired viruses may corrupt and destroy programs, files, and even your hardware.

You should utilize a firewall, (hardware and/or software) especially if you have a broadband internet connection such as DSL or cable modem. You should also periodically update computer operating systems and internet browsers for critical security related patches.

**Changes to Hardware or Software requirements.** If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain your eStatement, we will give you notice of the revised hardware or software requirements. Continuing to use eStatement service after receiving notice of the change is reaffirmation of your consent.

**To Withdraw Consent for eStatement service.** If you no longer wish to receive electronic eStatements, you may return to receiving paper statements, notices and disclosures by contacting the Bank at (641) 932-7887 or by sending the Bank a secure message through the Online Banking Secure Message service. If you no longer receive eStatements, you may be subject to a monthly statement charge if you wish to receive a paper image statement. You may cancel this Agreement

any time by giving at least 10 days prior written notice of cancellation to the Bank. The Bank reserves the right to cancel your use of any service, to amend the terms and features of any service, and/or to convert you to a different service or product in the event that you should withdraw your consent for electronic eStatements. You agree it is your responsibility to assure your mailing address of record on the Bank's system is accurate and current at all times.

**Exclusion of Warranties.** This service and related documentation are provided "as is" without any warranty of any particular kind either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for particular purpose.

**Operations and Amendments.** The terms of this Agreement, applicable fees, and service charges may be altered or amended by the Bank from time to time. Any material changes, including changes in its fees and charges hereunder, will be provided to you at least 30 days before the effective date of the amendment, unless such change or amendment is otherwise required by law or applicable regulation. The Bank shall send notice to you at your e-mail address as it appears on our records. Any continuation of the Service after the Bank sends you a notice of change will constitute your agreement to such change(s). Further, the Bank may, from time to time, revise or update bank programs, services, and/or related material(s) rendering prior versions obsolete. Consequently, the Bank reserves the right to terminate this Agreement as to all such prior versions of Bank programs, services, and/or related material(s) and to limit access to the Banks' more recent versions and updates.

**Assignment.** You may not assign this Agreement to any other party. The Bank may assign this Agreement to any present or future, directly or indirectly, affiliated company. The Bank may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

**Entire Agreement.** This Agreement, together with the Service Fee Schedule and such other deposit agreements described or referenced herein, constitute the entire agreement between you and the Bank with respect to the subject matter thereof, and supersede all prior or contemporaneous agreements, understandings and representations with respect thereto, whether written or oral.

**No Waiver.** The Bank shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Bank. No delay or omission on the part of the Bank in exercising any right or remedy shall operate as a waiver of such right remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

**Headings.** The headings of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

**Governing Law.** The laws of the State of Iowa and all applicable federal laws and regulations shall govern this Agreement. You agree that jurisdiction for any legal action arising from or related to this Agreement shall be exclusively in the state or federal courts located within the State of Iowa, and you submit to the personal jurisdiction of such courts over you for purposes of such actions.

**Peoples State Bank**  
102 South Main St  
Albia, Iowa 52531  
(641) 932-7887  
[www.peoplesiowa.com](http://www.peoplesiowa.com)



Member FDIC