

# The Gifford State Bank Electronic Delivery of Bank Statements Consent and Agreement

- 1. Welcome!** Welcome to The Gifford State Bank's Electronic Bank Statement Delivery Service. Our goal is to provide you with an easy, convenient and efficient way to receive your periodic Bank Statements.
- 2. Your Consent.** For the Bank to begin forwarding your Bank Statements to you electronically, we need the consent of all account holders. Please review the information below prior to giving your consent. By agreeing to have your Bank Statements sent electronically, you also agree to notify The Gifford State Bank immediately of any change in your email address or any errors or complications relating to your electronic receipt or access of your Bank Statements. This may be done via Internet Banking.
- 3. Your rights/options to receive a disclosure in paper form** - If you elect to receive your Bank Statements through electronic delivery, the Bank will no longer send you your statements through the mail. By signing a paper copy of this Consent and Agreement and providing it to The Gifford State Bank, you are giving the Bank your consent. The Bank is then authorized to electronically forward to you your periodic Bank Statements and any other disclosures that the Bank might send to you with your Bank Statements or other required disclosures relating to your accounts.

## **The right to withdraw consent to have records provided electronically.**

To discontinue this electronic delivery service, you can email your request to the bank or you can request a discontinuance of the service by calling any of our Customer Care Representatives. Depending on when in the statement's cycle you request to change, your next statement will be mailed. Your statements will still be available online.

**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**.

**Our Requirements.** First, the same terms apply with respect to electronically delivered Bank Statements 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 effectively, you must use an Internet browser that supports 128-bit encryption. Also, to view your Bank Statements, you will need the newest version of Adobe Acrobat Reader. This product is available for free at <http://www.adobe.com>. You may print or download your Bank Statements to retain copies of them.

- 4. Privacy.** Our privacy policy (which has been previously provided to you and is available at all branch locations as well as online) will apply to this service and the policy is incorporated into and made a part of this Consent and Agreement. An email address is required for delivery via Internet Banking. This email address will be used in accordance with the Bank's privacy statement to deliver your Bank Statements to you. It will not be sold or otherwise provided to third parties.

5. **Service Availability.** The Gifford State Bank may change, suspend or eliminate all or any aspect of this delivery service upon notice to you. The level of importance will determine the delivery of notification.
6. **Security.** To access your Bank Statements you will be required to have a Internet Banking user name and password. Internet Banking is a free service. Your password must be at least 6 characters and contain a mix of uppercase letters, lowercase letters, numbers and symbols. To protect the security of your banking information, you must not disclose or share your password with any third party. Bank Statements will never be forwarded to you through email. Email is not a secure medium and you should refrain from sending personal information via email.
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 THROUGH THE INTERNET. HOWEVER, SHOULD YOU BE UNABLE TO ACCESS YOUR STATEMENTS, YOU CAN CALL THE BANK AT THE NUMBER SET FORTH IN THE ATTACHMENT ACCOMPANYING YOUR BANK STATEMENTS AND THE BANK WILL TAKE OTHER MEASURES TO PROVIDE COPIES OF YOUR STATEMENTS 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 NOT) 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 may send it by email or by regular mail to:

The Gifford State Bank  
Attn: Operations Department  
P.O. Box 400  
Gifford, Illinois 61847.

We may notify you by sending notice to your email address or by mailing you notice via 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 five days after the date of mailing.

**10. Arbitration.** You agree that 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 of Illinois. 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 Champaign County, Illinois.

\*Please sign below and return original to your local branch or mail to:

The Gifford State Bank  
Attn: Operations Department  
P.O. Box 400  
Gifford, Illinois 61847

Please list all accounts for which you would like to stop receiving paper statements.

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Signature(s) of Account Holders (all account holders must sign)

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Date

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All accounts have been verified and all required account owners have signed.

\_\_\_\_\_  
The Gifford State Bank Representative

\_\_\_\_\_  
Date Verified