

## Salem Five Electronic Statements and Documents Agreement

By accepting the terms of this agreement, you are electing to receive your deposit account statements and/or loan account statements and certain disclosures and notices electronically, and you agree that Salem Five Cents Savings Bank ("Salem Five") may provide these communications to you in electronic form in lieu of paper form in accordance with these terms.

Please read the following agreement carefully and print or save a copy of it for your records.

### Definitions

As used in this agreement, the words "you" and "your" refer to the individual who is identified on our records as an owner or authorized signer on the account. The words "we", "us", "our" and "Salem Five" refer to Salem Five Cents Savings Bank. "Electronic Statements and Documents" refers to the periodic statements, disclosures, account notices and annual tax-related documents provided to you by Salem Five via electronic delivery. "Online Banking" refers to Salem Five Online Banking. "Services" refers to services provided to or for you through Online Banking.

### The Scope of Your Consent

You consent to delivery of the following categories of communications from us in electronic form:

- Periodic and annual statements and notices provided in connection with your deposit accounts and loan accounts, including both your existing accounts and any such accounts you open in the future;
- Images of checks paid against your deposit account(s) during the statement period, if applicable;
- For deposit accounts: All legal and regulatory disclosures, agreements, notices and other information related to the opening, initiation or servicing of your deposit account, including but not limited to this transaction, shall be completed and delivered by a web-based electronic interface and e-mail. This includes, but is not limited to, this Agreement, account agreements, fee schedules, the Privacy Notice required under the Gramm-Leach-Bliley Act, tax documents, the Error Resolution Notice required by the federal Electronic Fund Transfer Act and Massachusetts General Laws Chapter 167B, and other deposit account terms as required under the federal Truth-in-Savings Act, or other applicable federal or state laws;
- For loan accounts: All legal and regulatory disclosures, agreements, notices and other information related to the opening, initiation or servicing of your loan account, including but not limited to this transaction, shall be completed and delivered by a web-based electronic interface and e-mail. These include, but are not limited to, this Agreement, account agreements, fee schedules, the Privacy Notice as required under the Gramm-Leach-Bliley Act, tax documents, and

notices that may be required by the Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Real Estate Settlement Procedures Act or other applicable federal or state laws;

- Notices and other communications we may send to you, including but not limited to, notices regarding changes to the terms of your account. Certain change-in-terms notices that would normally be provided as an insert with your paper statement may continue to be provided in paper form via U.S. mail or may be provided by e-mail.

If your account is joint with another person or persons, one joint owner's election to receive Electronic Statements and Documents shall apply to both or all of you. Disclosures communicated to one joint account owner shall be considered communicated to both or all owners.

You understand that we will discontinue mailing printed account statements to your mailing address of record unless you tell us otherwise (as described below).

### **How We Will Provide Electronic Statements and Documents**

You must provide a valid e-mail address for our notification purposes. In each statement period we will send you an e-mail notice advising you of the availability of your Electronic Statements and Documents. Once you receive our e-mail notice, you may then access your current Electronic Statements and Documents via Online Banking. Your Electronic Statements and Documents for your deposit accounts may be accessed for a period of seven years after they are first made available to you or until your deposit account is closed.

If an e-mail we send to your e-mail address of record is returned as undeliverable, we may attempt to contact you by telephone or U.S. mail, but we are not obligated to do so.

### **Your Right to Withdraw Consent to Electronic Statements and Documents**

You may withdraw your consent to having your statements and notices provided in electronic form at any time by selecting an alternative delivery method within the Services. Once we receive your request, all subsequent statements and notices will be delivered in paper format. Images of the fronts of all checks paid during the statement cycle will be provided in place of the original cancelled checks.

You will not be charged a fee to withdraw your consent. However, if you withdraw your consent, any fees we may have been waiving on your account based on your agreement to receive electronic statement delivery will be charged subsequently. If your deposit account is one that requires electronic delivery of statements, withdrawal of your consent to Electronic Statements and Documents may also result in the conversion of your account to another account type, if and as stated in the disclosure provided to you when you opened your account.

### **Requesting a Paper Copy of a Statement**

You may request a paper copy of any electronic statement or document received electronically under this Agreement by writing to us at the address for notices below

within seven years after we provided the statement, image, disclosure or notice to you electronically. You may be charged a fee for a duplicate copy, as described in our then current Consumer Banking Fee Schedule for your deposit account or our then current Loan Operations Fee Schedule for your loan account. However, you will not be charged a fee if you request a copy of the back of a check paid on your account.

### **Hardware and Software Requirements**

To access Online Banking and your Electronic Statements and Documents, you must have a PC or Macintosh® computer with Internet access and browser software that supports 128-bit encryption. We recommend that you use one of the latest commercially available browser versions to optimize Online Banking performance. Our recommended browser and system requirements can be found at [www.salemfive.com](http://www.salemfive.com). You will also need Adobe® Reader® software or other software to view PDF files. You may download Adobe Reader for free at [www.adobe.com](http://www.adobe.com). We will notify you of any change to software or hardware requirements needed to access your Electronic Statements and Documents.

To retain a printed copy of your Electronic Statements and Documents, you will also need a printer attached to your computer that is capable of printing from your Internet web browser.

### **Your Duty to Review Your Electronic Statements and Documents**

You must promptly access and review your Electronic Statements and Documents and notify us of any error, unauthorized transaction, or other discrepancy. For your deposit account, the applicable time period for notifying us is specified in our [Consumer Banking Services Agreement](#). The applicable time period within which you must notify us begins on the day we send you the e-mail notification, regardless of when you receive or open your Electronic Statements and Documents.

### **Electronic Statements and Documents Access**

Access to Electronic Statements and Documents and Notices may be unavailable at times due to scheduled maintenance, unscheduled maintenance, or system outage. In addition, both environmental and physical events may occur that may cause the Services to become unavailable. We will make every reasonable effort to ensure the availability of access to your Electronic Statements and Documents through the Services. However, we are not liable for the unavailability of the Services or any damage that may result from your inability to access your Electronic Statements and Documents.

### **Disclaimer of Warranties**

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Electronic Statements and Documents services provided to you under this agreement. Except as otherwise required by law, you agree that we and our officers, directors, employees and agents are not liable for any indirect, incidental, special or consequential damages relating to your use of the Electronic Statements and Documents services. You

acknowledge that your sole and exclusive remedy in the event of your dissatisfaction is to cease use of the services.

### **Communication With Us**

The best way to communicate with us about your Electronic Statements and Documents, the Electronic Statements and Documents service, or your account is to contact our Customer Contact Center at (800) 850-5000 during normal banking hours. You may also write to us at 210 Essex Street, Salem, MA 01970, or you may send us a secure e-mail through the Online Banking Message Center, but your communication by mail or e-mail will not be effective until we receive it and have had a reasonable opportunity to act on it.

### **Updating Your Contact Information**

It is your responsibility to provide us with an accurate and complete e-mail address, postal address, and telephone number. You must promptly notify us of any change in your contact information. You may change your contact information with us through the Services or by contacting us directly as described above.

### **Our Right to Terminate Electronic Statements and Documents Delivery**

We reserve the right, in our sole discretion, to discontinue providing statements to you electronically and revert to paper statements at any time. We will provide you with notice of any such termination as required by law.

### **Changes in Terms**

We will advise you of any changes in the terms of this agreement, either by e-mail or by U.S. mail, addressed to your address in our records. If you do not agree to the change, you may withdraw your Electronic Statements and Documents consent in the manner described above.