

# Cache Bank & Trust

## Business Account Electronic Statement Agreement

This agreement (“Agreement”), made between you and Cache Bank & Trust for the purpose of receiving an electronic version of your account statement online and for receiving electronic notifications (“Email Alerts”) that your Online Electronic Statement is available for your accounts, governs the terms of use of Cache Bank & Trust’s Online Electronic Statement delivery and Email Alert service (“the Service”). As used in this Agreement, the words “we”, “our” and “us” mean Cache Bank & Trust, its affiliates, successors and assigns, and the words “you”, and “your” mean the authorized account holder who as acting on behalf of the business has elected to receive the businesses online Electronic Statement and Email Alert.

This Agreement is an addition to other agreements between you and us, including the applicable deposit and loan account disclosure agreement(s), account terms and conditions, applicable ready reserve agreement(s) and disclosures, and our rules and regulations. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of any other agreements between you and us as they relate to Online Electronic Statements and Email Alerts, this Agreement will control.

By accepting this agreement and enrolling in the Service, you agree to abide by the terms and conditions set forth in this Agreement and acknowledge your receipt and understanding of the Agreement and disclosures contained in the Agreement. Please read this Agreement carefully and retain a copy for your records.

### 1. DESCRIPTION OF ONLINE STATEMENTS

You may elect to receive your statement online only for Eligible Accounts (defined below) that you choose. Online Statements will be viewable electronically in Portable Document Format (“PDF”) that you can view online, save to your computer or print at your convenience. Any legal notices that normally accompany your mailed statement will either continue to be mailed under separate cover or delivered to you electronically. From time to time, we may add to, modify or delete any feature of the Service at our sole discretion.

You understand and agree that by enrolling in the Service, you may no longer receive a statement by mail (see Section C).

- A. REGISTRATION FOR THE SERVICE.** In order to use the Service, you must be a customer of Cache Bank & Trust enrolled in the Bank’s Internet Banking product. As a commercial entity you must represent and warrant that you have full authority to enroll in the service. Once enrolled, the account(s) will no longer receive paper statements. The account statement will be available for viewing online to all signers/authorized users who have been granted access by the commercial entity.
- B. ELIGIBLE ACCOUNTS FOR ONLINE STATEMENTS.**  
**Cache Business Analysis Checking, Cache Business Checking, Cache Business Now Checking, Cache Treasury Indexed Money Market and Cache Business Savings.** Each account must be enrolled for the Service on an individual basis. Online Electronic Statements will be available at the same time as your statement that was previously mailed. Generally, this means you will receive a monthly statement online for checking, NOW and money market accounts at the same time of the month as you received the paper statement.
- C. ACCESSING YOUR ONLINE STATEMENT.** Your Online Statement and accompanying legal notices and disclosures will be presented to you via Cache Bank & Trust’s Internet Banking site. You will receive an Email Alert delivered to a personal email address you specify, informing you that your Online Electronic Statement is available for viewing within Cache Bank & Trust’s Internet Banking.

Once enrolled in the Service, you can build up to 24 months of statement history, and will be able to view the current month's statement as well as up to 23 previous statements. Immediate access to statement history may vary based on the account type. All statements are in a format that can be printed or saved to your hard drive for your future reference. The statement backer will also be available for viewing within Cache Bank & Trust's Internet Banking and can be printed or saved.

The first statement after your enrollment will be available for online viewing. If you receive images of your cancelled checks with your statement, these images will also be included with your Online Electronic Statement. If you close an account, you will no longer be able to view your account online, and therefore you won't be able to view your Online Electronic Statements. Your final account statement will be produced on paper and mailed. You may request that a copy of your current or a previous statement be mailed to you at your designated address. A fee may be assessed for copies of multiple statements and imaged items. If you currently receive duplicate statements at the same address, mailing of the duplicate copy will be discontinued; however, you can print multiple copies of your statement through the Service. If you currently have statements mailed to an interested party, i.e., a statement mailed to your accountant, mailing of the interested party statement will be discontinued; however you can forward your statement to your interested party at your own discretion.

- D. CANCELLATION.** Please contact Cache Bank & Trust at any time if you wish to discontinue the Online Electronic Banking statement agreement. When you discontinue the Service, you will automatically receive paper statements beginning with your next statement cycle, and your Online Electronic Statements and Email Alerts will be discontinued. The statements that were previously presented online will not be mailed to you but you will still be able to access them online.

## **2. DESCRIPTION OF ALERTS**

When you register to receive Email Alerts for your Online Electronic Statements, you will receive an email informing you that your Online Electronic Statement is available for viewing within the Cache Bank & Trust's Internet Banking. Email Alerts will be sent by email as designated by you. You agree to notify us of any change to your email address (es) in order to ensure continued delivery of your Email Alerts. Email Alerts are not intended to replace your account statements or any other communication we may provide to you regarding your account(s).

You understand and agree that receipt of Email Alerts may be delayed, or prevented by factors affecting your Internet service provider(s), phone operator(s), and such other relevant entities ("Third Party Service Providers"). All matters concerning Third Party Service Providers are solely between you and the Third Party Service Provider. We make no representations or warranties whatsoever with regard to Third Party Service Providers' products and services. Cache Bank and Trust and its affiliates neither guarantee the delivery nor the accuracy of the contents of any Email Alert. Cache Bank & Trust and its affiliates will not be liable for losses or damages arising from (a) non-delivery, delayed delivery, or misdelivery of an Email Alert; (b) inaccurate content in an Email Alert; or (c) your use or reliance on the contents of any Email Alert for any purchases or any other reason.

## **3. SECURITY**

Protecting your privacy is important to Cache Bank & Trust. We will gather, and disclose personal information about you only as allowed by law. The provisions of the Cache Bank & Trust Privacy Policy will govern all information gathered from you in connection with using the Service. Personal information about you will be used for the purpose of operating the Service and Cache Bank & Trust's internal purposes (i.e., aggregate demographic analyses, internal marketing studies and statistical analyses).

## **4. PRIVACY**

Information you provide in connection with the Service will be stored on secure Cache Bank & Trust server(s) and protected by advanced encryption techniques. These security measures are intended to keep this important information under a virtual lock and key so that it may only be used by you; however this security is partly contingent upon your responsible behavior in protecting your Personal ID and Password for the Service- please use maximum caution in protecting your Personal ID and Password.

