



Electronic Statement (e-Statement) Disclosure

Electronic Delivery of Statements and Notices

By accepting this agreement ("Agreement") between you and Pennian Bank, you consent and agree that Pennian Bank may provide certain disclosures and notices to you in electronic form through your online banking login, in lieu of paper form, including electronic delivery of statements ("eStatements") for your Pennian Bank deposit account(s). By agreeing to receive your deposit account statements in electronic form online, you also consent to receive electronic notification ("Email") that your eStatement is available for retrieval through your online banking login.

Scope of Consent for Electronic Delivery of Statements

Your consent to receive eStatements covers the periodic statements you are provided in connection with your Pennian Bank deposit account(s). Your consent also covers disclosures that are required with your account statements, including, but not limited to, the error resolution notice required by the Electronic Fund Transfer Act, our annual privacy notice, as well as marketing information on products and/or promotions that Pennian Bank may provide to you electronically.

Pennian Bank reserves its right to terminate this Agreement and your access to the eStatement service, in whole or in part, at any time, including but not limited to when customers have not logged in to use Online Banking services for over 90 days.

Your Duties

- 1) Your eStatement will be available for viewing for a period of eighteen (18) months from the applicable statement date as long as your account and online banking remain active during that time. You must promptly access/review your and any accompanying items and notify us in writing immediately of any error, unauthorized transaction, or any other irregularity. If you allow someone else to access your statement, you are still fully responsible to review the statement for any errors, unauthorized transactions, or any other irregularities. Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the eStatement email notification date regardless of when you access and/or review your eStatement. If you do not immediately report to Pennian Bank any non-receipt of eStatements or any error, irregularity, discrepancies, claims or unauthorized debits or items, you shall be deemed conclusively to have accepted all matters contained in the eStatements to be true, accurate and correct in all respects.
- 2) You agree to notify us promptly of any change of your email address or mailing address. To notify us of your email address change, please log in to Pennian Bank's Personal Online Banking service, go to "Options", select "E-mail", click "edit" and enter your new email address in the "Email Address" field. Please note that you must provide us with an email address in order to use the eStatement service.
- 3) You must enroll each of your deposit account(s) for which you want to access eStatements. You will receive an automated notification email shortly after the end of each statement period informing you that your eStatement is ready for viewing as well as information on how to access your eStatement. If your Pennian Bank account is owned jointly with another person(s), any one of you may consent to receive electronic disclosures and eStatements and that person's election to access eStatements shall apply to all of you. Email notification will be sent to the email address we have on record for the primary owner of the account.

- 4) You must have Adobe Acrobat Reader installed on your computer to view your eStatement. If you need the latest version of Adobe Acrobat Reader, it is a free download from www.Adobe.com. You must also have access to a printer or the ability to download information in order to keep copies of your eStatements for your records.
- 5) Your User 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. You are responsible for keeping your password, account numbers, and other account data confidential.

How to Discontinue Electronic Delivery of eStatements

At any time you may revoke your consent to electronic delivery and instead receive paper statements. Doing so may require a change to your account type and may result in a monthly fee to be assessed. To revoke your consent, change your account options within online banking or notify us by telephone at 717-436-2144 or in writing at: Pennian Bank, PO Box 96, Mifflintown, PA 17059.

Amendment and Termination of the eStatement Agreement by Pennian Bank

We may amend or change the eStatement Agreement at any time and will provide to you any notice or request for authorization required by law or regulation. If no notice or request for authorization is required by law or regulation, your continued acceptance of eStatements 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, eStatements 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 eStatements. 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 eStatements 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 you eStatements 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, or
- 2) Your equipment or Internet access is not working properly, or
- 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 communication lines, interference from an outside force, legal restriction 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, express or implied, including warranties of merchantability and fitness for a 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.