

Electronic Delivery of Bank Statements Consent and Agreement

- 1. Welcome to Loyal Trust Bank's eStatement Delivery Service.** Our goal is to provide you with an easy and convenient way to receive your periodic Bank Statement.
- 2. Defined Terms:** The words "we," "us," and "our" means Loyal Trust Bank and the words "you" and "your" means you, the individual(s) who is identified on the account as the owner or authorized signer as the account holder on the Account(s). As used in this Disclosure, "Communication" means any periodic statement, authorization, agreement, disclosure, notice, or other information related to your Account, including but not limited to information that we are required by law to provide to you in writing.
- 3. Scope of Communications to Be Provided in Electronic Form.** When you select "Accept" with respect to an Account, you agree that we may provide you with any Communications relating to that Account in electronic format, and that we will discontinue sending paper Communications to you, unless you withdraw your consent as described in the Notices section below. Your consent to receive electronic communications and transactions includes, but is not limited to:
 - Initial disclosures or agreements for your Account or associated payment features.
 - Periodic disclosures or monthly billing statements for your Account.
 - Notices or disclosures about a change in the terms of your Account or associated Payment feature.
 - Privacy policies and notices.
- 4. Method of Providing Communications to You in Electronic Form.** All communications that we provide to you in electronic form will be provided either (i) via e-mail at the e-mail address you specified, (ii) by access to a web site that we will designate in an e-mail notice we send to you at the time the information is available, or (iii) to the extent permissible by law, by access to a web site that we will generally designate in advance for such purpose. In addition to a computer (desktop, laptop, tablet or other appropriate device) with Internet access, you will need Adobe Reader to view your statements online. If you do not currently have the Adobe Reader or an adequate version to view your statement, the software can be downloaded for free at www.adobe.com. A printer is required if you wish to print a copy of your statement and if you wish to retain and/or store a copy of your statement you will need an electronic storage device, such as a disk, thumb (flash) drive, CD, hard drive, etc., with sufficient storage space to download and retain the statements. You may also use the browser on your mobile device or smartphone to view your statements.
- 5. Authorization.** By accepting below you are acknowledging receipt of the terms and conditions contained in the Loyal Trust Bank eStatement Agreement to which you agree to be bound. Once you choose to receive eStatements by clicking "Accept", you authorize us to discontinue mailing printed deposit account statements on the accounts you choose (where you are identified as owner or account holder) to your address of record. Future statements will be available on a secured website, which you may access to obtain, review, print, and copy/download your periodic statements. Each month we will send an e-mail notice to the e-mail address associated with your account advising you of the availability of your eStatement. If your account is joint with another person, one of you may consent to receive disclosures electronically and that person's election to receive eStatements shall apply to both of you. We will send the notice regarding the availability of your eStatements to the e-mail address of the customer who has asked for eStatements. **You agree to notify us immediately of any change in your e-mail address.**
- 6. Agreement Controls.** Both the Bank and you will be bound by this Agreement. If there is a conflict between the Agreement and something said by the Bank's employees, you agree that this Agreement controls. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia. The parties shall submit to venue in and jurisdiction of the courts of Fulton County in Georgia where the main office of Loyal Trust Bank is located.
- 7. Notice.** Any notice, request or other communication (including requests to revert to printed

statements) that you are required or permitted to give under this Agreement shall be in writing and sent to: Loyal Trust Bank, Deposit Operations Department, 11675 Medlock Bridge Rd, Johns Creek, GA 30097. Such notices shall be effective the day after the Bank receives them. At the Bank's discretion, the Bank may give notice to you by mail or by e-mail. Either the Bank will provide any change of term notice associated with this account electronically, on the face of the statement or via a separate email to the email address the bank has on file for your Account. Alternatively, the Bank may give notice of changes in terms or the Bank may revise the terms and conditions in this Agreement and make it available in the Bank's main office. Any notice mailed is considered given 72 hours after the Bank places it in the mail, postage-paid, for delivery to your address as shown on the Bank's records. Any notice delivered electronically is considered given 24 hours after it is first made available through the service. The Bank will send email notices to the email address you have given the Bank. If applicable law requires a specific notice period or type of notice, the notice will be binding in accordance with such law. If you wish to acquire a paper copy of your statement or other disclosure, please contact our main office. A copy of most disclosures may be obtained free of charge. If you choose to revert to receiving your account statement in a paper form, you may do so at no charge by submitting your request in writing to 11675 Medlock Bridge Rd, Johns Creek, GA 30097. If there are changes to the hardware or software needed to access your eStatement, we will notify you by email. If after stopping the eStatement and subsequently wish to receive eStatements, you will be required to re-consent electronically.

8. Duty to Review Periodic Statements. You must promptly access/review your eStatement and any accompanying items and notify the Bank in writing immediately of any error, unauthorized transaction or any other irregularity. Under applicable electronic banking law you have 60 days to notify us of any irregularity. If you allow another party to access your statement, you remain fully responsible for reviewing the statement for any errors, unauthorized transactions, or any other irregularities. Any applicable time periods within which you must notify Bank of any errors on your account statement(s) will begin on the eStatement email notification date regardless of when you access and/or review the eStatement. If you do not immediately report to the Bank any non-receipt of eStatement(s) or any error, irregularity, discrepancies, claims or unauthorized debits or items, you shall be deemed conclusively to have accepted all matters contained in the eStatement to be true, accurate and correct in all respects.