

# Commerce State Bank Online Statement Agreement

This Online Statement Agreement ("Agreement") applies to checking, savings and money market accounts ("Account") you have with Commerce State Bank. By choosing to receive Commerce State Bank Online Statements ("Online Statements"), you will initially receive them for all eligible Accounts. You will receive one more paper statement along with your first online statement. Checks and check images normally received with your paper statement will also be discontinued. Please note that check images will continue to be available in the Account Activity screen of Commerce State Bank Online Banking.

This Agreement supplements the terms and conditions that apply to the Commerce State Bank online banking application you use, which are set forth in a separate agreement you have agreed to.

If you no longer wish to receive Online Statements for a particular Account, you can revert to paper statements by unchecking the particular Account within your Online Banking Account Preferences. Account Preferences is in the Customer Service tab of Online Banking. For combined statements, the primary account must be activated to allow Online Statements. Your primary account is the first account presented on your combined statement. Some statements also may include detailed line of credit information for your Personal Reserve Account(s). Should you have questions regarding this information, contact Commerce State Bank 262.247-2800.

---

The words "we," "us" and "our" mean the Commerce State Bank office with which you have your Account, and the words "you" and "your" mean you, the individual who is identified on the Account as the owner or authorized signer on the Account(s) listed on the Account Preferences screen and who is agreeing to be bound by this Agreement, both on your behalf and, if applicable, on behalf of your business as its authorized representative. As used in this Agreement, "Disclosure" means any account statement, authorization, agreement, disclosure, notice, or other information related to your Accounts including, but not limited to, information that we are required by law to provide in writing.

## **1. DISCLOSURES WE WILL PROVIDE TO YOU ELECTRONICALLY**

When you activate Online Statements associated with your Account(s), you agree that we may provide you with any Disclosures relating to your Account(s) in electronic format, and that we will discontinue sending paper Disclosures to you. We will only provide Disclosures to you electronically unless and until you withdraw your consent as described below. Your consent to receive Disclosures electronically includes, but is not limited to:

> Account statements and related Disclosures;

- > initial Disclosures or agreements for your Account(s) or associated payment features;
- > notices or Disclosures about a change or amendments in the terms of your Account(s) or associated payment feature; and
- > privacy policies and privacy statements.

## **2. HOW WE WILL PROVIDE DISCLOSURES ELECTRONICALLY**

All Disclosures will be provided to you electronically in one of several ways. These are either:

1. by Online Banking Message or e-mail at the most current address we have on record,
  2. by access to a Web site that we will identify in an Online Banking Message or e-mail notice we send to you at the time the information is available, or
  3. to the extent permissible by law, by access to a Web site that we will identify in advance for such purpose.
- 

## **3. HOW YOU CAN WITHDRAW CONSENT TO RECEIVE ONLINE STATEMENTS AND DISCLOSURES ELECTRONICALLY**

You may withdraw your consent to receive Online Statements and Disclosures electronically for any of your Accounts by either changing your Receive Online Statements preferences found within your Online Banking Account Preferences or contacting us at 262-247-2800. We may treat an invalid e-mail address or the subsequent malfunction of a previously valid address as a withdrawal of your consent to receive Online Statements and Disclosures electronically. We will not charge you a fee to process the withdrawal of your consent. If you withdraw your consent to receive Online Statements and Disclosures electronically, the withdrawal will become effective after your request is processed.

If you close your primary account or uncheck Receive Online Statements for your primary account, all Accounts included on that combined statement will revert to delivery of the Disclosures by the U.S. Postal Service.

## **4. HOW YOU CAN UPDATE YOUR RECORDS**

It is your responsibility to provide us with an accurate and complete e-mail address, contact, and other information related to this Disclosure and your Account(s). You must maintain and promptly update this information with any changes. You can update your e-mail address in the Customer Service tab of Online Banking. Refer to Section 2 (How We Will Provide Disclosures Electronically). To update all other information, call us at 262-247-2800.

## **5. HARDWARE AND SOFTWARE REQUIREMENTS**

In order to access, view, and retain electronic Disclosures, you must have:

- > a personal computer, operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying and either printing or storing Disclosures you receive from us electronically via a plain text formatted e-mail or by access to our Web site using one of the browsers specified below;
- > an internet browser that meet our minimum requirements; and
- > an e-mail account with an Internet service provider and the appropriate software.

## **6. HOW TO REQUEST PAPER COPIES**

To request a paper copy, contact Commerce State Bank at 262-247-2800. You may incur a service charge for the delivery of paper copies of any Disclosures provided to you electronically pursuant to your authorization. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Disclosure. We will not send you a paper copy of any Disclosure unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of a Disclosure provided to you electronically either by printing it yourself or by requesting that we mail you a paper copy. Such request must be made no later than seven years after we first provided the Disclosure to you electronically.

## **7. DISCLOSURES IN WRITING**

All Disclosures we provide to you, regardless of the format, will be considered "in writing." You are deemed to receive Disclosures when they are made available to be accessed by you. You should print or download a copy of your Online Statements, this Agreement, your initial authorization to receive Online Statements plus any changes to that authorization, and any other important Disclosures for your records.

## **8. APPLICATION OF FEDERAL LAW**

You acknowledge and agree that your consent to receive Disclosures electronically is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act ("Act"), and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

## **9. TERMINATION/CHANGES**

We reserve the right, at our sole discretion, to discontinue providing Disclosures to you electronically, or to change or terminate the terms and conditions under which we provide Disclosures electronically. We will provide you with notice of any such termination or change in the manner described in Paragraph 2, above. Your decision to continue to receive Disclosures online will constitute your agreement to any such changes.