

## Electronic Document Delivery and Disclosure Agreement

This agreement (“Agreement”) is made between you and Crossroads Bank. The purpose of this Agreement is to allow you to receive an electronic version of your account statement online (an “eStatement”). This Agreement governs the terms of use of Crossroads Bank’s eStatement delivery. As used in this Agreement the words “we”, “our”, and “us” mean Crossroads Bank, its affiliates, successors and assignees, and the words “you” and “your” mean the user who has elected to receive his or her eStatement.

This Agreement is in addition to other agreements between you and us, including the applicable deposit account disclosures and agreements, Digital and/or Online Banking Agreement and Disclosure or the Cash Management Agreement and Disclosure. 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 eStatements or the Service, this Agreement will control.

You have the right to receive account statements in paper or electronic form. You also have the right to change your preferred delivery method of account statements at any time. This Agreement includes how to change your preferred delivery method, how to receive a paper copy of an electronic statement, fees that may be imposed associated with statement delivery methods, and hardware/software required to receive and view electronic statements.

Questions regarding this agreement can be directed to: Crossroads Bank, 1205 N Cass St Wabash, IN 46992 or phone (260) 563-3185

**Receiving Electronic Account Statements.** You may elect to receive your periodic statement online for eligible account(s). When you enroll for the service all your eligible account statements as selected by you will be viewable electronically in a form that you can view online, save, 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. Statements will be delivered at the same frequency regardless of statement delivery method.

You understand and agree that by enrolling in the Service, you will no longer receive a statement by mail for the account(s) you select. You may request a copy of your current or previous statement be mailed to you at your address of record for the account. Please refer to account disclosures for applicable charges.

**Registration for the Service.** In order to use the Service, you must enroll as a Crossroads Bank Online Banking customer. You must accept the terms of the Crossroads Bank Digital Banking Agreement and Disclosure in addition to this Agreement to become a registered user of the Service.

**Eligible Customers.** Any Crossroads Bank Online Banking customer with proper authority to an eligible account can activate the Service. Once service is activated, paper statements will no longer be mailed for the account(s). The account statement will be available for viewing online to all users with access to the account who are enrolled in Crossroads Bank Online Banking regardless of which user activated the Service.

**Accessing Your eStatement.** Your eStatement, legal notices and disclosures may be presented to you via your online banking account or by another method of delivery. Access to history may vary

by account type. All statements are in a format that can be printed or saved to a computer hard drive.

If you close your account or cancel the Service, you will no longer be able to view any account statements online. Before cancelling the Service or closing your account, print or electronically save copies of your eStatements for your records. You may also request that a copy of your current or previous statement be mailed to you at your address of record for the account. Please refer to account disclosures for applicable charges.

**Customer Responsibilities.** You are responsible for accessing, opening, and reading your eStatements and Notifications at your earliest convenience. These contain important and legally binding information and disclosures. You are responsible for promptly notifying Crossroads Bank if any documents you receive are incomplete, unreadable, or inaccessible. You must have a valid email address. You agree to immediately notify Crossroads Bank of any changes to your email address. Failure to update and/or correct your email address may result in Crossroads Bank reinstating the delivery of your statements and notifications in paper form. An associated Paper Statement fee may apply, refer to account disclosures for applicable charges.

To prevent unauthorized access, you are responsible for keeping your Company ID, Username and Password confidential and for ensuring that you have logged out when your session is complete. You understand that you have a duty to exercise reasonable promptness in examining the eStatement checks for unauthorized signatures, alterations, forgery, posting errors, etc. The statute of limitations governing these responsibilities will commence at the time your eStatement is made available to you.

**Change Statement Delivery Method.** If at any time you would like to discontinue the Service, you may do so by changing the delivery method of your statement within your online bank account, by contacting Customer Service or by visiting one of our branch locations during normal business hours. We may require written confirmation of the request to discontinue the Service.

When you discontinue the Service, you will automatically receive paper statements beginning with your next statement cycle. Please allow 5 business days for your request to be processed. The statements that were previously presented online will not be mailed to you and you will not be able to access them online; however, you can order copies of past statements by contacting Customer Service or by visiting one of our branch locations during normal business hours. Please refer to account disclosures for applicable charges.

**Adding or Removing Features.** We may add to, modify, or delete any feature of the Service at our sole discretion.

**Change in Terms.** Crossroads Bank reserves the right to modify this Agreement at any time. Modifications will be effective when they are posted to the Service. You will be notified as soon as possible when any changes are made that materially affect your rights. Notifications will either be mailed under separate cover or delivered to you online. By using the Service after the terms of this Agreement have been revised, you will be deemed to have accepted the revised terms. If you do not wish to accept the revised terms, do not use the Service and follow the cancellation process outlined in the Termination section below.

**Termination.** This Agreement will be in effect from the day your registration is submitted by you and accepted by Crossroads Bank and at all times while you are using the Service. After you have activated the Service, you can withdraw your consent to this Agreement or future electronic receipt of documents described by this Agreement by contacting Customer Service or by visiting one of our branch locations during normal business hours. However, withdrawing your consent means you will no longer be able to receive the documents and Notifications described in this Agreement online.

Crossroads Bank may terminate this Agreement and your use of the Service at any time without prior notice. We will notify you of the change in an appropriate manner as soon as reasonably possible.

**Survival.** All applicable provisions of this Agreement shall survive termination by either you or us, including, without limitation, provisions related to proprietary materials and trademarks, warranty disclaimers, limitations of liability, indemnification, and other miscellaneous provisions.

**Exclusion of Warranties; Limitation of Liability.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, OR EXCEPT AS REQUIRED BY APPLICABLE LAW, WE MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU REGARDING THE SERVICE OR ANY ASPECT THEREOF, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Except as otherwise provided in this Agreement or otherwise expressly provided by applicable law or regulation, you agree that neither Crossroads Bank nor any agent, independent contractor or subcontractor of any of the foregoing (“Service Providers”) will be liable for any loss, injury or damage, including, without limitation, direct, indirect, incidental, special, consequential or punitive damages, whether under a contract, tort or any other theory of liability, arising in any way out of the enrollment in, use or maintenance of the Service, or of the Internet access provider used to access the Service, or of the equipment used to access the Service, including, without limitation, any loss, injury or damage relating to any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, line failure or unauthorized interception or access to your communication with us, even if we or the service providers are aware of the possibility of such events.

**Attorney’s Fees.** In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys’ fees.

**Indemnification.** You agree to indemnify and hold Crossroads Bank and its affiliates, officers, directors, employees, consultants, agents, service providers, licensors, successors and assigns, harmless from any and all third party claims, liability, damages and/or costs arising from (a) a third party claim, action or allegation of infringement, misuse or misappropriation based on information, data, files or other materials submitted by you to the Service; (b) any fraud, manipulation or breach of this Agreement by you; (c) your violation of a law or rights of a third party; (d) your use of the provision of the Service or use of your account by any third party. Crossroads Bank reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Crossroads Bank in asserting available defenses. You will not settle any action or claims on Crossroads Bank’s behalf without the prior written consent of an authorized officer of Crossroads Bank.

**Severability.** If any provision of this Agreement is held to be void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of such provision in any other jurisdiction or any other provision in that or any other jurisdiction.

**Waiver.** We may waive any term or provision of this Agreement at any time or from time to time, but any such waiver shall not be deemed a waiver of the term or provision in the future. We shall not be deemed to have waived any of our rights or remedies with regard to this Agreement hereunder unless such waiver is in writing and signed by an authorized representative of Crossroads Bank. No delay or omission on the part of Crossroads Bank or its affiliates, or their respective successors and assigns, in exercising any rights or remedies shall operate as a waiver of such right or remedies or any other rights or remedies.

**Assignment.** You may not assign this Agreement to any other party. We may assign this Agreement or delegate or transfer any or all of our rights and responsibilities under the Agreement to any third party or parties.

**Minimum System Requirements.** You are responsible for and must provide all equipment, software, and services necessary to access the Service at your own expense. In order to use the Service and to access, receive and retain information electronically, you must satisfy the hardware and software requirements below:

To receive and review disclosures electronically, and to view, download, and print your electronic statements, you will need:

- A computer, internet access and a fully functional email address
- A currently support internet browser tool
- Access to a printer or storage medium such as a hard drive so that you can download and/or print the eStatements, disclosures and notices for your records
- eStatements, disclosures and notices may be viewed in PDF format. To read eStatement, disclosures and notices in PDF format, you may need to download the Adobe Reader software. You may download Adobe Reader using the following URL: <http://www.adobe.com/products/acrobat/readstep.html>

We will give you notice of any change to the hardware and software requirements if the change will adversely affect your ability to access, receive and retain documents, eStatements, disclosures and legal notices.

**Third Party Services.** All matters concerning third party services are solely between you and the third-party service provider. We make no warranties or representations whatsoever with regard to third party service provider services. The inclusion of advertisements or links to such websites does not imply any endorsement of the material on such websites by Crossroads Bank and Crossroads Bank is not responsible or liable to you for any damages, losses, or injuries when you access third party web sites and the services available on them.

**Joint Accounts.** If your account is owned jointly with another person either one of you may consent to receive or cancel the Service. Such consent shall apply to all owners.

**Delay in Notification Delivery.** You understand and agree that receipt of Notifications 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. Crossroads Bank and its affiliates neither guarantee the delivery nor the accuracy of the contents of any Notification. Crossroads Bank will not be liable for losses or damages arising from (a) non-delivery, delayed delivery, or mis-delivery of a Notification; (b) inaccurate content in the Notification; or (c) your use or reliance on the content of any Notification for any reason.

**Security.** Information you provide in connection with the Service will be stored and transmitted in a secured fashion following best industry practices and regulatory requirements; however, the security of your account information is also contingent upon your responsible behavior in protecting your User ID and Password for the Service. Please use maximum caution in protecting your User ID and Password.

**Privacy.** Protecting your privacy is important to Crossroads Bank, our affiliates, and associates. We will gather and disclose personal information about you only as allowed by law. All information gathered from you in connection with using this Service will be governed by the Crossroads Bank Privacy Policy. Personal information about you may be used for the purpose of operating the Service and Crossroads Bank internal purposes.

**Providing Personal Information.** You agree to provide true, accurate, current, and complete information about yourself, or business as requested, and you agree not to misrepresent your identity.

**No Illegal use of the Service.** You agree not to use this Service to conduct any business or activity or solicit the performance of any activity prohibited by law or any contractual provision by which you are bound. You agree to comply with all applicable laws, rules, and regulations in connection with the Service.

**Capacity to Contract.** You certify that you are of legal age or otherwise able to lawfully enter into contracts.

**International Use.** Crossroads Bank does not make any representations that any content or use of the Service is appropriate or available for use in locations outside of the United States. Accessing the Service from territories where its content or use is illegal is prohibited by Crossroads Bank. If you choose to access the Service from locations outside of the United States, you do so at your own risk and you are responsible for compliance with local laws.

**Proprietary Materials.** Other than your materials and account information, all content included or available in the Service, such as advertisements, graphics, logos, icons, images, audio clips and software, is the property of Crossroads Bank and/or third parties and is protected by copyrights, trademarks, or other intellectual and proprietary rights. The compilation of all content on this Service is the exclusive property of Crossroads Bank and/or its licensors and is protected by copyrights or other intellectual property rights.

**Trademarks.** The trademarks, logos, and service marks displayed in the Service (collectively “Trademarks”) are the registered and unregistered Trademarks of Crossroads Bank or third parties.

Under no circumstances may you use, copy, alter, modify, or change these Trademarks. Nothing in this Service should be construed as granting, by implication or otherwise, any license or right to use any trademark without express written permission from Crossroads Bank or the third party that has rights to such trademark.

**Headings.** The headings in this Agreement are for convenience and reference only and do not govern the interpretation of provisions of the Agreement.

**Applicable Law.** Regardless of where you live or work or where you access the Service, this Agreement will be governed by the substantive laws (excluding laws of conflict) and regulations of the United States and the State of Indiana, including without limitation, the Indiana Uniform Commercial Code.

**Venue; Waiver of Jury Trial.** IF A DISPUTE OR CLAIM IS NOT SUBJECT TO ARBITRATION FOR ANY REASON, THEN THE DISPUTE OR CLAIM SHALL BE DECIDED IN THE COURTS OF WABASH COUNTY, INDIANA, WITHOUT A JURY. YOU AND CROSSROADS BANK IRREVOCABLY WAIVE ALL RIGHTS TO TRIAL BY JURY.

**Consent.** By clicking the “I Accept” button 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. You affirmatively consent to receive, and acknowledge that you can receive, access, and retain all eStatements, disclosures and legal notices provided by Crossroads Bank

Please read this Agreement carefully and retain a copy for your records. You understand that clicking the “I Accept” button shall operate as your official signature and warrant that you have proper authority to enter into the Agreement. If you click the “Cancel” button, you will not be enrolled in the Service and will not be bound by this Agreement.

**Contact Information.** Crossroads Bank, 1205 N Cass St Wabash, IN 46992 or phone (260) 563-3185