

## **Benton County State Bank eStatement Services Terms and Conditions**

**By activating or using the eStatement Service you agree to be bound by the following use terms and conditions as well as the Privacy and other disclosures posted on [www.BentonCountyStateBank.com](http://www.BentonCountyStateBank.com), and all other agreements between you and Benton County State Bank.**

**PLEASE READ ALL OF THESE DOCUMENTS CAREFULLY; THEY AFFECT YOUR LEGAL RIGHTS AND LIMIT OUR LIABILITY TO YOU. IF YOU DO NOT AGREE TO THE ESTATEMENT TERMS, YOU WILL NOT HAVE THE ABILITY TO STOP RECEIVING PAPER STATEMENTS.**

By accepting the eStatement Terms, you give your consent to receive electronic periodic account statements, any notice provided in such statements to you by Benton County State Bank, and all disclosures that are required or may be provided in connection with your account, including, but not limited to, Business or Personal Deposit Account Terms & Conditions, Truth in Savings brochure, Truth In Savings Fee Disclosure, change in terms notices, Privacy Notices and subsequent changes and any error resolution notices required by the Electronic Funds Transfer Act. You will receive an email monthly notifying you of the availability of account statements.

You understand that Benton County State Bank will discontinue mailing printed account statements to you.

### **Joint Accounts**

If your account is jointly owned with another person, one of you may consent to the eStatement service and that person's election shall apply to both of you. If Benton County State Bank sends you an email notifying you of the availability of your account statements, it will only send one email message and that message will be sent to the email address we have on file.

### **Duty to Review Periodic Statements**

Your account statements will be dated. You must promptly access/review your eStatement and any other notice sent to you via the eStatement Services within the applicable time period specified in the Business or Personal Deposit Account Terms & Conditions or other written or electronic agreement between you and Benton County State Bank. You must promptly notify Benton County State Bank of any error, unauthorized transaction or other irregularity. Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the eStatement date regardless of when you receive and/or open the eStatement.

### **Disclaimer of Warranty and Limitation of Liability**

Financial Institution shall not be liable for any deficiency in performance caused in whole or in part by the act or omission of an underlying carrier or service provider, equipment or facility failure, network problems, interference, lack of coverage or network capacity, acts of God, strikes, fire, war, terrorism, riot, emergency, government actions or any other cause beyond our control. Even if Benton County State Bank has been advised of the possibility of damages, they will not be liable to you or any of your employees, agents, customers or any third parties for any damages arising from use of the eStatement service, including but not limited to, punitive, exemplary, incidental, special or consequential damages, loss of privacy or security damages; personal injury or property damages; or any damages whatsoever resulting from interruption or failure of the eStatement service, lost profits, loss of business, loss of

data, loss due to unauthorized access or due to viruses or other harmful components, cost of replacement products and services , the inability to use the eStatement service, the content of any data transmission, communication or message transmitted to or received by your device, access to the world wide web, the interception or loss of any data or transmission, or losses resulting from any goods or services purchased or messages or data received or transactions entered into through the eStatement service.

### **Fee Schedule**

Please see the current Truth in Savings Fee Disclosure for any applicable fees.

### **Requesting a Paper Copy of a statement**

Requests for paper copies of an electronic periodic statement or other notice may be made by contacting Benton County State Bank by calling (319) 454-6230. Please see the current Fee Schedule for applicable charges.

### **Additional Terms and Conditions of the eStatement Terms**

The terms and conditions of your Business or Personal Deposit Account contract for each of your accounts, as well as your other agreements with Benton County State Bank, and all other notices continue to apply, notwithstanding anything to the contrary in the eStatement Terms.

### **Change in Terms**

Benton County State Bank may change the eStatement Terms at any time. If you do not wish to accept the change, you may terminate the eStatement Terms by withdrawing your consent.

### **Our Right to Terminate**

You agree that Benton County State Bank can terminate the eStatement Service and revert to printed mailed statements for any reason at any time.