

ELECTRONIC DOCUMENT DELIVERY CONSENT AND AGREEMENT

Welcome to CG Bank! We are excited to offer you the ability to receive documents in electronic form. Our goal is to offer you an easy and convenient way to do your banking.

1. YOUR CONSENT. For the Bank to begin forwarding you documents electronically, we need your written consent. Please review the information below prior to giving your consent. By agreeing to have your documents sent electronically, you also agree to notify the Bank immediately in writing of any change in your email address or any errors or complications relating to your electronic receipt or access of these documents.

Your rights/options to receive a disclosure in paper form- If you elect to receive your documents through electronic delivery, the Bank will no longer send paper documents through the mail.

What categories does the consent apply to- Your consent, which will be given by signing this Consent and Agreement and providing it to the Bank, is to authorize the Bank to forward to you electronically your periodic bank statements (i.e. checking, loan, or combined checking and savings, etc.) and any other disclosures that the Bank might send to you (i.e. Truth in Lending, Truth in Savings, or other required disclosures relating to your accounts.)

Your right to withdraw consent to have documents provided electronically, including any consequences or fees associated with do so- To discontinue receiving documents electronically, you can email your request to the Bank at <u>contact@cg.bank</u> or you can request a cancellation form by call the Bank at (833) 83-MYCGB. It will take up to 45 days for the Bank to implement your request once we have received written request from you. After such time you will no longer receive documents in electronic form.

How the consumer may obtain a paper copy of the record upon request- To obtain paper copies of particular documents, you can call the banks Deposit Operations department at (833) 83-MYCGB. Please see the bank's Miscellaneous Fees and Charges disclosure for the fee amount charged for this option.

Hardware and software requirements for access and retention of the electronic information- The hardware and software requirements to enable you to receive and retain your electronic documents are discussed below in **Our Requirements**.

2. **OUR REQUIREMENTS.** First, the same terms apply with respect to electronically delivered documents as for those delivered in paper form and the deposit agreements and disclosures that you previously entered into with or received from the bank remain in effect.

Second, for you to be able to receive and view your electronic documents effectively, you must use an Internet browser that supports 128-bit encryption. No special software is required. Microsoft Internet Explorer 9.0 or higher or the latest version of Firefox, or the latest version of Google Chrome will enable you to receive and use our service. If you need to update your internet browser, you can go to the website of that browser and download the latest version.

To view your electronic documents, you will need the latest version of Adobe Flash Player. This product is available for free at (<u>www.adobe.com</u>).

Additionally, we will use a service called CSIeSafe to safely and securely deliver your electronic documents. CSIeSafe will store these documents for 90 days from the date of delivery. You may print or download your documents to retain copies of them. You may subscribe to CSIeSafe's long term storage at an additional fee, if you would like for them to be available for a longer period. A file will be included with your electronic document delivery that will contain a list of all your banking

transactions. That file can easily be imported to Comma separated (.csv), PDF Document (.pdf), Word Document (.doc), BAI2 File. Pop up blocker must be turned off for the CSIeSafe domain. JavaScript enabled.

- 3. PRIVACY. Our privacy policy (that has been previously provided to you) will apply to this service and the policy is incorporated into and made a part of the Consent and Agreement. Your required to download the CSIeSafe privacy rules at the time of signup. As discussed in paragraph 5 below, you must have a unique username and password to access sight. Your user name must be a valid email address. This email address will be used in accordance with the Bank's privacy statement to deliver your electronic documents. It will not be sold or otherwise provided to third parties. Please refer to CSIeSafe's website Privacy notice and consent for their rules.
- 4. **SERVICE AVAILABILITY.** The Bank may change, suspend or eliminate all or any aspect of the delivery service upon notice to you.
- 5. SECURITY. We are providing this service through CSIeSafe because of its method of maintaining the security of confidential documents. To access your electronic documents, you will be required to adopt a user name and password. Your password must be at least eight characters and contain a mix of letters and numbers. Your user name must be a valid email address. To protect the security of your banking information, you must not disclose or share your password with any third party. In addition, your electronic documents will not be forwarded to you through standard email. You will be notified by email that they are available to you for access on the CSIeSafe server. You should not sign up for electronic services using a public computer.

You agree to use and pay for all fees associated with using CG Bank's recommended third party providers secured email product CSIeSafe. Prices are subject to change. CG Bank does not warrant or guarantee the service of CSIeSafe and is not responsible for the contents of the CSIeSafe website. Please refer to the site's Privacy notice and content.

Traditional email is exposed to anyone who can capture and read its content and falls short of the security required by GLBA, HIPPA and other privacy regulations.

CSIeSafe is a browser-based eMessenging product that protects message content throughout the entire delivery process.

The interface is similar to traditional email - thus eliminating the need for special training.

A built-in tracking system helps monitor the email delivery status.

With the "MySafe" option, you can securely store and retrieve information from anywhere.

To subscribe to this service go to: <u>https://www.securemsg.com</u>

- 1. Click on the tab "NEW USER"
- 2. Enter valid email address and submit
- 3. Follow the prompts to sign-up
- 4. You will be required to accept or decline the CSIeSafe User Agreement.
- 5. Once you have signed up you can purchase blocks. The first 5 messages are free.

Citizens Guaranty Bank is not responsible for the contents of the CSIeSafe User Agreement.

- 6. NO WARRANTY FOR CONTINUOUS OR UNINTERRUPTED SERVICE. Because of the unpredictability of the internet, we do not guarantee continuous or uninterrupted access to your electronic documents through the internet. However, should you not be able to access your documents, you can call the bank's Deposit Operations department at (833) 83-MYCGB and the bank will take other measures to provide you with copies of the documents that you need.
- 7. LIMIT OF LIABILITY. You agree that in no event will we or our suppliers (or any of our supplier's shareholders, members, officers, directors, or employees) be held liable for lost profits or any special incidental or consequential damages arising out of or in connection with your use of our service, even if we have been advised of the possibility that such damage will occur. Further, you agree that neither we nor our suppliers (or any of our supplier's shareholders, members, officers,

directors, or employees) will be liable for any technical, hardware or software failure of any kind, any interruption in the availability of our service, any delay in operation or transmission, any incomplete or garbled transmission, computer virus, loss of data or other similar loss.

To the extent we may have breached any terms of this consent and agreement, you agree that your sole remedy is to discontinue use of this service. You further agree that our liability to you in any case (whether in contract or TORT) will not exceed amounts paid to us within the last 90 days (if any) for this service.

- 8. **NOTICES.** If you want to send us a notice in relation to the consent and agreement, you must send it by email or regular mail to the address noted at the bottom of this consent and agreement. We may notify you by sending notice to your email address or by mailing you notice by U.S. mail return receipt requested to your most current mailing address that we have for you. You agree that any notices sent by email will be deemed delivered and returned three business days after being sent. You agree that any notices sent by U.S. mail as provided in this paragraph will be deemed delivered and received three business days after the date of mailing.
- 9. **ARBITRATION.** You agree that at any claim or controversy relating to this Consent and Agreement will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. You agree that any claim or controversy you may have will be arbitrated on an individual basis and will not be consolidated in any arbitration with any claim or controversy of any other party. You agree that the arbitration will be conducted in the city in which the Bank's main office is located and that judgment on the arbitration award may be enforced by any court having proper jurisdiction.
- 10. **GOVERNING LAW.** You agree that this Consent and Agreement is governed by the laws of the State in which the main office of the bank is located, excluding any application of conflicts of the laws, rules or principles. You agree that the sole jurisdiction and venue for any litigation arising from your use of our service shall be appropriate federal or state court located in the city in which the Bank's main office is located.
- 11. **ELECTRONIC DOCUMENTS.** You acknowledge that by accepting to receive documents electronically that you will no longer receive documents in the mail, furthermore, you agree to respond to these documents in a timely manner. You also acknowledge that it is not Citizens Guaranty Bank's responsibility to remind you of these documents. Citizens Guaranty Bank reserves the right to deliver any and all important documents allowed by law electronically.
- 12. VERIFICATION OF ABILITY TO OPEN ELECTRONIC DOCUMENTS. You will receive an email from us (contactus@mycgb.com)with an attached PDF form sent to the email address you have listed on the consent agreement. If you are able to open the PDF document and send an email back to the Bank with the password contained within, this will prove your ability to open electronic documents sent from the Bank. If we do not receive a corresponding email with the password contained within we will not be able to send any electronic documents to you via email. If you have signed up for an account that requires you to receive STATEMENTS sent to you via email and we have not received a corresponding email by the second statement cycle, you will not qualify for rewards until an email has been sent in response with the password contained within.

Citizens Guaranty Bank PO Box 630 Irvine, KY 40336 <u>contact@cg.bank</u> Phone: 833-83MYCGB Fax: 606-723-2142 Electronic Documents Delivery Request Form

______New Account Set up

Account Maintenance

Address 1:

Address 2:

City:

State:

Zip Code:

Phone Number:

Number:

Account Name:

Email Address:

Please list all CG Bank accounts you would like to receive electronic documents for. If you would like to combine all of these accounts onto your monthly checking account statement, please check the box to Combine Statement. You can only combine accounts that you are owner of. Other account information can only be combined to a checking account statement.

Account Type	Account Number	Account Type	Account Number	
	Combin	ed 🔤		
	Statem	ent		
	Combin	ed		
	Stateme	ent		

You will need Adobe Reader software to open and read your statement You can download this software free of charge from

http://www.adobe.come/products/acrobat/ readstep2.html

I authorize CG Bank to send all my electronic documents for the account(s) listed above via the above email address.
 Once I begin receiving electronic documents, I will no longer receive printed documents by mail.

Signature-Account Holder	Date
Signature-Account Holder	 Date

O Request to Cancel Electronic Document Delivery

I authorize CG Bank to withdraw my consent to receive electronic documents via email to the above email address. I wish to begin receiving all my documents by standard mail.

Signature-Account Holder	Date
Signature-Account Holder	 Date