



www.pbkbank.com

E-STATEMENT REQUEST

Account Name: _____

E-Mail Address: _____
30 Character Limit

Password: _____
Password must be 8 characters: 1 uppercase, 1 lowercase, 1 number

Please list PBK Bank Account(s) to receive E-Statements:

<u>Account Type</u>	<u>Account Number</u>	<u>Account Type</u>	<u>Account Number</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

I authorize PBK Bank to send my statements for the account(s) listed via the above e-mail address. Once I begin receiving E-Statements, I will no longer receive a printed statement in the mail. By signing this document, I am stating that I have received a copy, read, understand, and agree to all of the terms and conditions contained with in the “Electronic Delivery of Bank Statements Consent and Agreement,” along with “Attachment A.”

Signature – Account Holder

Date

Signature – Joint Account Holder

Date

Return completed request form to the nearest PBK Bank location, fax it to (606)365-1499, or mail it to:

PBK Bank
P.O. Box 366
Stanford, KY 40484
Attn: E-Statements

If you need assistance, please call PBK Bank at (606)365-7098 or (859)238-2265 from 8 a.m. to 5 p.m. Monday- Thursday and 8 a.m. to 6 p.m. Friday or contact the nearest PBK Bank location.

PBK Bank
“THE PEOPLES’ BANK”

ELECTRONIC DELIVERY OF BANK STATEMENTS CONSENT AND AGREEMENT

1. **Welcome!** Welcome to PBK Bank's Online Electronic Bank Statement Delivery Service. Our goal is to provide you with an easy and convenient way to receive your periodic Bank Statements.

2. **Your Consent.** For PBK Bank to begin forwarding your Bank Statements to you electronically, we need your consent. Please review the information below prior to giving your consent. By agreeing to have your Bank Statements sent electronically, you also agree to notify PBK Bank immediately by telephone or fax at the numbers set forth in Attachment A to this Consent and Agreement of any change in your email address or any errors or complications relating to your electronic receipt or access of your Bank Statements.

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

* **Whether your consent applies only to a particular transaction or to categories of transactions** – Your consent, which will be given by signing a paper copy of this Consent and Agreement and providing it to the Bank, is to authorize the Bank to forward to you electronically your periodic Bank Statements and any other disclosures that the Bank might send to you with your Bank Statements, such as Truth in Lending disclosures or other required disclosures relating to your accounts.

* **The right to withdraw consent to have records provided electronically, including any consequences or fees associated with doing so** – To discontinue this electronic delivery service, you can email your request to the Bank or you can request a discontinuance of the service by calling PBK Bank. The email address and phone number for the Bank are set forth in the Attachment to this Consent and Agreement. It will take up to 45 days for the Bank to implement your request, and after such time you will no longer receive your statements electronically. We will charge no fees for discontinuing the service.

* **How the consumer may obtain a paper copy of the record upon request** – The steps you must take to obtain paper copies of a particular statement and the related fees are set forth in the Attachment to this Consent and Agreement.

* **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 Bank Statements electronically are discussed below in Our Requirements.

3. **Our Requirements.** First, the same terms apply with respect to electronically delivered Bank Statements as for those delivered in paper form, and the deposit agreements and disclosures that you have previously entered into with or received from the Bank remain in effect.

Second, for you to be able to receive and view your statements effectively, you must use an Internet browser that supports 128-bit encryption. Both the Microsoft Internet Explorer® browser and the Netscape Navigator® browser versions 4.0 or higher will enable you to receive and use our service. If you do not have at least a 4.0 version of one of the referenced browsers, you can go to the web site of either Microsoft or Netscape and download the appropriate version of the browser you need. Also, to view your Bank Statements, you will need Adobe Acrobat Reader 3.0 or greater. This product is available for free at <http://www.adobe.com>.

Additionally, we will be using a service called CSIEsafe to safely and securely deliver your Bank Statements. CSIEsafe will store your Bank Statements electronically *for 60 days from the date of delivery*. You may print or download your Bank Statements to retain copies of them. You may subscribe to CSIEsafe's long term storage service if you want to retain your Bank Statements online in secure electronic storage for more the 60 days. A file will be included with your Bank Statement delivery that will contain a list of all of your banking

transactions. That file can easily be imported into a number of money management programs including Intuit's Quicken® and Microsoft's Money®.

4. **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 this Consent and Agreement. CSISafe is subject to our rules on privacy in relation to your Bank Statements. As discussed in paragraph 6 below, you must have a unique user name and password to access your Bank Statements. 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 Bank Statements to you. It will not be sold or otherwise provided to third parties.

5. **Service Availability.** PBK Bank may change, suspend or eliminate all or any aspect of this delivery service upon notice to you.

6. **Security.** We are providing this service through CSISafe because of its method of maintaining the security of confidential documents. To access your Bank Statements 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 Bank Statements will not be forwarded to you through email. You will be notified by email that they are available for you to access on the CSISafe server.

7. **NO WARRANTY FOR CONTINUOUS OR UNINTERRUPTED SERVICE.** BECAUSE OF THE UNPREDICTABILITY OF THE INTERNET, WE DO NOT GUARANTEE CONTINUOUS OR UNINTERRUPTED ACCESS TO YOUR BANK STATEMENTS THROUGH THE INTERNET. HOWEVER, SHOULD YOU BE UNABLE TO ACCESS YOUR STATEMENTS, YOU CAN CALL PBK BANK AT (606) 365-7098 OR (859) 238-2265 AND PBK BANK WILL TAKE OTHER MEASURES TO PROVIDE COPIES OF YOUR STATEMENTS TO YOU.

8. **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 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 OR 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 TERM 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) WILL NOT EXCEED AMOUNTS PAID TO US WITHIN THE LAST 90 DAYS (IF ANY) FOR THIS SERVICE.

9. **Notices.** If you want to send us a notice in relation to this Consent and Agreement, you must send it by e-mail or regular mail to the department and address noted on the Attachment to this Consent and Agreement. We may notify you by sending notice to your e-mail address or by mailing you notice by U.S. mail return receipt requested to our most current mailing address that we have for you. You agree that any notices sent by e-mail will be deemed delivered and received 48 hours 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 days after the date of mailing.

10. **Arbitration.** You agree that 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.

11. **Governing Law.** You agree that this Consent and Agreement is governed by the laws of Kentucky, excluding any application of conflicts of laws rules or principles. You agree that the sole jurisdiction and venue for any litigation arising from your use of our service shall be an appropriate federal or state court located in the city in which the Bank's main office is located.

By signing this document, you are stating that you have read, understand, and agree to all of the terms and conditions contained here in.

_____ Date _____

Attachment A

You may contact PBK Bank for any reason regarding an issue with your e-statements through and by any of the following means.

Mail: PBK Bank
PO Box 366
Stanford, KY 40484

Phone: (606) 365-7098 or (859) 238-2265
Fax: (606) 365-1499 or (859) 238-7622
Email: internet.admins@pbkbank.com
Contact person: Customer Service Representative

---How to obtain a paper copy of a statement---

You may obtain a copy of your statement if you've had problems retrieving it from the internet free if you contact the bank within 30 days of your statement cutting. Otherwise to get a copy of your statement you will need to contact a customer service representative and you will be charged \$5 per statement.

YOUR FINANCIAL PRIVACY AT PBK BANK

Our Privacy Commitment to You. We recognize, respect and protect the personal privacy rights of all our customers. We realize that our customers entrust us with personal information and it is our policy to maintain our customer's information in a confidential manner. We are committed to providing the highest level of security and privacy regarding the collection and use of our customers' personal information, as well as personal information of all consumers who visit our institution and website.

Confidentiality and Security of Nonpublic Personal Information. PBK Bank restricts access to your personal and account information to those employees who need to know that information to provide products or services to you. We also maintain physical, electronic and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

Nonpublic Personal Information We Collect. During the course of business, PBK Bank collects nonpublic personal information about you, such as your income, net worth, driver's license number, social security number and address from the following sources:

- Information we receive from you on applications or other forms;
- Information about your transactions with us, **our affiliates**, or others; and
- Information we receive from a consumer-reporting agency.

Nonpublic Personal Information We Disclose. We do not disclose any nonpublic personal information about you to anyone, except as permitted by law - such as sending information returns to the Internal Revenue Service, responding to subpoenas or providing information to consumer-reporting agencies; i.e. credit bureaus.

We may disclose all the information we collect, as described above to companies that perform marketing services on our behalf or to other financial corporations with whom we have joint

marketing agreements, such as our credit card issuers. **We may disclose information about your transactions and experiences with our affiliates, such as average balance, payment history, types of accounts you may have with us.**

If you decide to close your account(s) or become an inactive customer, we will adhere to the privacy policies and practices as described in this notice.

Notify Us of Inaccurate Information We Report to Consumer Reporting Agencies. Please notify us if we report any inaccurate information about your account(s) to a consumer reporting agency. Your written notice describing the specific inaccuracy(ies) should be sent to us at the following address: PBK Bank, P.O. Box 366, Stanford, Kentucky 40484.

By signing this document, you are stating that you have read, understand, and agree to all of the terms and conditions contained here in.

_____ Date _____