

Bank of Canton eStatement Agreement and Disclosure

Terms and Conditions of Your Electronic Statement Agreement

By entering into this Agreement, you accept all the terms and conditions contained in the agreement. Please read it carefully and print a copy for your records.

This agreement ("Agreement") between you and Bank of Canton governs your use of Bank of Canton's eStatement service ("eStatement(s)"). By registering for, and using the eStatement service, you consent to the terms of the Agreement. eStatements enable you to view your statements with us via a personal computer.

If you are a consumer, this Agreement supplements the consumer Deposit Accounts Terms and Conditions Agreement, which governs consumer deposit account(s), including Electronic Funds Transfer Disclosure. If you represent a business or other entity, including a sole proprietorship, this Agreement supplements the Business Deposit Account Agreement, which governs deposit accounts held by non-consumer entities. All users of eStatements further agree to be bound by and comply with applicable state and federal laws and regulations.

You may not assign this Agreement. This Agreement is binding upon your heirs and the Bank's successors and assigns. Certain obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.

Definitions

"We", "Our", "Us" or "The Bank" mean Bank of Canton.

"You" and "your" refer to the account owner(s) authorized by the Bank to receive eStatements under this Agreement.

"Account" or "accounts" means your accounts at the Bank.

"Business days" means any calendar day other than Saturdays, Sundays, or any federal holidays.

Electronic Delivery of Statements

By completing the consent agreement, you agree to permit Bank of Canton to make disclosures and provide statements and notices to you in electronic form, instead of providing such statements, notices and disclosures in written form, inclusive of the following:

- Periodic and annual statements that you are provided in connection with the deposit accounts which we offer;
- Images of checks paid against your account(s) during the statement period, if applicable;
- Consumer disclosures, as applicable, that are required and may be provided on or with a consumer's periodic statements, including, but not limited to:
 - the Privacy Notice as required under the Gramm-Leach-Bliley Act;
 - the Error Resolution Notice required by the federal Electronic Fund Transfer Act and Massachusetts General Laws Chapter 167B;
 - certain deposit account terms as required under the federal Truth-in-Savings Act and the Billing Rights Statement required by the federal Truth-in-Lending Act and Massachusetts General Laws Chapter 140D;
- Notices and other communications we may send to you, including but not limited to notices regarding changes to the terms of your account, including applicable fees.

Your continued use of eStatements following such communication will constitute your acceptance of the revised terms. (Certain changes in terms notices that would normally be provided as an insert with your paper statement may continue to be provided in paper form via U.S. mail or may be provided by email.)

If your account is joint with another person or persons, one joint owner's election to receive eStatements shall apply to both or all of you. If your account is a joint account, we will consider our electronic communication to one owner as being given to all account owners. All communications in either electronic or paper format will be considered to be "in writing".

Consent to Electronic Delivery of Account Statements

You have the right to receive monthly, printed account statements mailed to your mailing address of record. By entering into this Agreement, you understand that the Bank will cease providing you with printed statements in the mail, and that all future account statements will be maintained on a website that you may access to obtain, review, copy/download and print your periodic statements, notices, or other communications. Each month we will send an email notice to you advising you of the availability of your eStatement. You may then access your eStatement via a link to our website using the procedures we authorize.

We will send all statements, notices, attachments and/or documents via email to the last known email address provided by you. You agree to notify us promptly in writing (by letter sent via U.S. Mail), by calling us at 1-888-828-1690, or by stopping by one of our branches of any change of your e-mail address. For your protection and for security purposes, we will not accept any change of email address notices via email. If you have not notified us in writing of any change of your email address, you agree that your failure to provide us with a good email address is the lack of ordinary care on your part. If we become aware that you are not receiving email, we will send all statements, notices, attachments and/or documents to you via U.S. Mail to your last address known to us.

It is your responsibility to provide us with an accurate and complete email address, postal address and telephone number.

Your eStatement may be accessed for a period of twenty-four (24) months after it is first made available to you.

You understand that if you decide in the future that you would like to receive printed statements in the mail instead of receiving eStatements electronically, you agree to notify the Bank in person, via telephone, or via U.S. Mail. Our telephone number and postal mail address are listed below in the section entitled "Communications Between the Bank and You."

If you or we terminate your access to eStatements, we will discontinue providing statements to you electronically and will revert to paper statements.

Periodic Statements

By enrolling to receive eStatements, you will not receive a separate printed and mailed statement.

Your eStatement will be dated the day of the e-mail notifying you of the availability of your eStatement (the "E-mail Date"). You must promptly access/review your eStatement and any accompanying items and notify us in writing within the applicable time period specified in your Deposit Account Terms and Conditions Agreement of any error, unauthorized transaction, or other discrepancy. If you allow someone else to access/review your statement, you are still fully responsible to access/review the statement for any errors, unauthorized transaction, or other discrepancy. Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the E-mail Date regardless of when you receive and/or open the eStatement.

If you need to obtain a paper copy of an eStatement, check image, disclosure or notice received electronically under this agreement, please call the Bank at 1-888-828-1690 or write to us at the address below. You may be charged a fee for a duplicate copy, as described in our then current Schedule of Fees.

Change in Terms

We may change any term of this Agreement at any time. If the change would result in increased fees for any bank service, or increased liability for you, we agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will provide any required notice of the change in terms to you by e-mail or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. If there is more than one party to the account, notice to any one-account owner will be effective for all. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that the applicable deposit agreements and disclosures govern changes to fees applicable to specific accounts.

Security

You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your eStatement for each of your Bank of Canton accounts as soon as you receive/access it. You agree to protect the confidentiality of your account and account number, and your username and password. You understand that your username and password by itself or together with information related to your account, may allow unauthorized access to your account. Data transferred via eStatement is not encrypted. You acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Internet, or e-mail transmitted to and from us, will not be monitored or read by others.

Password Security

For security reasons, we will require the use of an individualized user ID and password to gain access to Online Banking and your Bank of Canton eStatements. If you incorrectly enter your password three times you will be prevented from access to Online Banking and eStatements. If you are prevented access due to incorrect password, please contact us at 1-888-828-1690.

Your logon password is confidential information that should be known only by you. Bank of Canton will not, for any reason, ask for your logon password. Your password is for your personal use and should not be disclosed to another person. We will not be liable for any losses that may occur if you voluntarily give your password to another person. Contact us immediately if you believe that someone has obtained your password or may have access to your account without your permission. Telephoning is the best way to minimize your losses.

If you represent a business or other entity (including a sole proprietorship), the business assumes all liability for unauthorized use of your password.

eStatement Access

Access to eStatements may be unavailable at times due to scheduled maintenance, unscheduled maintenance, or system outage. In addition, both environmental and physical events may occur that may cause eStatements to become unavailable. We will make every reasonable effort to ensure the availability of eStatements. However, we are not liable for the unavailability of eStatements or any damage that may result from your inability to access your eStatement.

Disclaimer of Warranty and Limitation of Liability

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the eStatements provided to you under this Agreement. We do not and cannot warrant that eStatements will operate without error, or that eStatements will be available at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of eStatements, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty or any other legal theory. Further, in no event shall the liability of the Bank and its affiliates exceed the amounts paid by you for the services provided to you through eStatements.

Communications Between the Bank and You

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

Telephone: 888-828-1690
Facsimile: 781-821-5151
Postal Mail: Bank of Canton
Online Banking Dept.
P.O. Box 282
Canton, MA 02021

Verification of Ability and Consent to Receive Statements and Other Communications Electronically

Before we can provide you with periodic statements and other disclosures and notices in electronic format, you must demonstrate to us that you can access your statement or other communications in the same manner that it will be provided.

- Personal Online Banking users must complete the eStatements enrollment prompt within Online Banking to demonstrate to us that they have the minimum hardware and software specifications described below and wish to receive electronic delivery of their account statements, disclosures and other communications from us.
- Business Online Banking users must complete and return our Paperless eStatements Authorization form, and have successfully logged into their Business Online Banking profile at least once. A successful login attempt demonstrates to us that they possess the minimum hardware and software requirements described below to access eStatements with their Business Online Banking profile.

Hardware and Software Requirements

To access your statements in electronic format (“eStatement(s)”), you need to have a computer, tablet or smartphone with Internet and email access. We recommend using the latest supported Internet browsers, and a PDF reader application such as Adobe Acrobat Reader or Preview if your Internet browser does not have a built-in PDF reader. To download a free copy of Adobe Acrobat Reader, please go to <https://www.adobe.com>.

To retain a printed copy of your eStatement, you will need a printer that is capable of printing from your Internet web browser. You are responsible for the set-up and maintenance of your device and equipment. We will notify you of any change to software or hardware requirements needed to access eStatements. It is your responsibility to routinely scan your device using an up-to-date virus protection product.

Resolution of Disputes

In the event of a dispute regarding eStatements, you and we agree to resolve the dispute by looking to the terms and conditions in this Agreement and the Deposit Account Terms and Conditions Agreement applicable to you as a consumer or a business entity. The terms and conditions contained here, as they may be amended from time to time, shall supersede any and all other representations made by our employees.

No Waiver

Our failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless agreed by us in writing.

Governing Law

This Agreement shall be construed and governed by the laws of the Commonwealth of Massachusetts, without regard to any conflict of laws provision. In the event of any conflict between the provisions of this Agreement and applicable laws or regulation, this Agreement shall be deemed modified to the extent necessary to comply with such law or regulation.