



# CORNERSTONE BANK

## Electronic Statement Disclosure

### **Electronic Delivery of Statements and Notices**

By accepting the “Cornerstone Bank Electronic Statement Disclosure”, you consent and agree that Cornerstone Bank may provide certain disclosures and notices to you in electronic form, in lieu of paper form, including electronic delivery of statements (e-Statements) for your Cornerstone Bank account(s).

### **Definitions**

As used in this disclosure, the words “we”, “our”, “us”, mean Cornerstone Bank. “You” and “your” mean the primary account owner authorized to receive electronic communication under this disclosure. “Account” or “accounts” mean your accounts at Cornerstone Bank. “Business days” means Monday through Friday, excluding Federal holidays.

### **Scope of Consent for Electronic Delivery of Communication**

Your consent to receive electronic communication covers the periodic communication you are provided in connection with your Cornerstone Bank account(s). Your consent also covers disclosures that are required with your account, including, but not limited to, the error resolution notice required by the Electronic Fund Transfer Act that Cornerstone Bank may provide to you electronically. By using electronic communication, you accept and agree to be bound by any and all laws, rules, regulations and official issuances applicable to electronic communication now existing or which may hereafter be enacted, issued or enforced, as well as other terms and conditions governing the use of other facilities, benefits or services that Cornerstone Bank may from time to time make available to you in connection with electronic communication.

Cornerstone Bank has absolute discretion to make electronic communication available to you. Further, Cornerstone Bank has the discretion from time to time and upon giving notice to you to modify, restrict, withdraw, cancel, suspend or discontinue electronic communication without giving any reason and you understand that by using electronic communication after any modification or change has been effected, you would have agreed to such modification or change.

You understand that once you sign up for electronic communication you will no longer receive a paper statement. All future statements for that account will be electronic communication which you will access through Cornerstone Bank Personal Online Banking to obtain, review, print, and copy/download your periodic account statements. Each month we will send an email notice to you advising you of the availability of your

electronic communication with instructions on how to access your electronic communication. You may then access your electronic communication via the procedures that we authorize. Your electronic communication will be available for viewing for a period of one hundred eighty (180) days from the applicable delivery date.

### **Scope of Consent for Electronic Delivery of Notices**

Your consent to receive electronic notices covers any notice or other type of communication provided to you pursuant to the terms of this disclosure.

We will send all notices, attachments, and/or documents via e-mail to the last known email address provided by you. You agree to notify us promptly of any change of your email address. Your e-mail address can be changed in Cornerstone Bank Personal Online banking under the User Options.

### **Cornerstone Bank e-Statement Procedures**

You must enroll each of your account(s) for which you want to access e-statements. You will only receive an option to enroll accounts in which your name appears first on the account.

Your e-Statement for your current statement cycle should be available for viewing the business day after your statement date. You will receive an automated notification email shortly after the end of each statement period informing you that your e-Statement is ready for viewing as well as information on how to access your e-Statement. In order to access your e-Statements, you must log in to Cornerstone Bank's Personal Online Banking service.

Cornerstone Bank has the absolute discretion, without giving any reason or notice, to reject any of your requests for enrollment in the e-Statement service.

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

You must promptly access/review your e-Statement and any accompanying items and notify us immediately of any error, unauthorized transaction, or any other irregularity. If you allow someone else to access your statement, you are still fully responsible to review the statement for any errors, unauthorized transaction, or any other irregularities. Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the e-Statement email notification date regardless of when you access and/or review your e-Statement. If you do not immediately report to Cornerstone Bank any non-receipt of e-Statements or any error, irregularity, discrepancies, claims or unauthorized debits or items, you shall be deemed conclusively to have accepted all matters contained in the e-Statements to be true, accurate and correct in all respects.

### **Change of Mailing Address, Email Address, and Other Information**

You agree to notify us immediately in writing of any change in your mailing address, email address or other particulars relevant to this disclosure. Please note that you must provide us with an email address in order to use the e-Statement service.

## **Security**

You agree that Cornerstone Bank shall not be liable if you are unable to gain access to the website or Cornerstone Bank's system from time to time. You understand that some or all of the e-Statement services and/or other Cornerstone Bank's system services may not be available at certain times due to maintenance and/or computer, communication, electrical or network failure or any other causes beyond Cornerstone Bank's control.

You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your e-Statement for each of your Cornerstone Bank accounts as soon as you can access it. You agree to protect the confidentiality of your account and account number and your personal identification information. You understand that personal identification information by itself or together with information related to your account, may allow unauthorized access to your account. 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 can not and do not warrant that all data transfers utilizing the internet, or email transmitted to and from us, will not be monitored or read by others.

In order to help protect your personal information, we recommend that you install firewalls, anti-virus, and spy ware protection software (and update as required) on your computer. We also recommend that you update your operating system and browser application on a periodic basis to better protect your computer and online banking sessions. For additional online security information, please review our Privacy Statement posted on our web site [www.cornerstonebanks.net](http://www.cornerstonebanks.net) and our Security Statement on the Online Banking service.

Cornerstone Bank does not warrant the security or confidentiality of any information transmitted through any applicable Internet service provider, information/communication network service provider, network system or such other equivalent system in any jurisdiction via e-Statements.

You agree that you shall not disassemble, decompile, copy, modify or reverse engineer any Cornerstone Bank proprietary software or allow anyone else to do so.

## **Password Security**

Your User ID and password that are used to access Online Banking services should be kept confidential. We strongly recommend that you change your password regularly. You are responsible for keeping your password, account numbers and other account data confidential.

## **System Requirements**

In order for you to access and retain your e-Statement records, your system must meet the following requirements:

- Internet access and an internet e-mail account and address;

- Adobe Acrobat reader 7.0.1 or higher;
- Access to a printer or the ability to download information in order to keep copies of your e-statements for your records.

Cornerstone Bank recommends you utilize the latest 128 bit encryption version of either Netscape Navigator or Microsoft Internet Explorer. The online banking system is best viewed and is most secure when you use one of these two browsers, as they are both certified for use at our site. To print or download disclosures and e-Statements you must have a printer connected to your PC or sufficient hard-drive space to save the disclosure or e-Statement.

### **Change in Terms**

The Bank reserves the right to change the terms and conditions of this disclosure at any time, which includes the addition and deletion of e-Statement services. We shall update this disclosure and will notify you of such changes by electronic message to your most recent address listed on our records. The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. By using the e-Statement service when the changes become effective, you agree to be bound by the revised terms and conditions contained in this disclosure or you can decline the changes by discontinuing the use of the e-Statement service and notifying us of your election by contacting Cornerstone Bank by phone or in writing.

### **Your Right to Withdraw Consent**

You have the right to withdraw your consent to have your statements provided in an electronic form by notifying us in writing. We will then discontinue e-Statement service for that account and you will receive paper statements for subsequent statement periods.

There is no fee to discontinue your e-Statement service and to revert to receiving paper statements for your account(s).

### **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 e-Statements provided to you under the disclosure. We do not and can not warrant that the e-Statement service will operate without error, or that the e-Statement service will be available at all times. Except as specifically provided in this disclosure, 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 the disclosure or by reason of your use of the e-Statement service, including loss of profits, revenue, data or use by you or any third

party, whether in an action in contract or tort based on a warranty or any other legal theory.

Cornerstone Bank makes no warranty that:

- The service will be uninterrupted, timely, secure or error-free
- The service will meet your requirements
- The results that may be obtained from the use of the service will be accurate or reliable
- The quality of any products, services, information or other material purchased or obtained by you through the service will meet your expectations
- Any errors in the software will be corrected

Cornerstone Bank shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from:

The use or the inability to use the service

- The cost of procurement of substitute goods and services resulting from any goods, data information or services purchased from the service
- Unauthorized access to your transmission
- Unauthorized alteration of your data
- Statements or conduct of the third party service provider
- Any other matter relating to the service

Cornerstone Bank can not control information on other web sites. We are not responsible for the content or privacy of web sites linked from Cornerstone Bank's web sites. Please review the privacy policy of the service provider.

### **Our Right to Terminate**

You agree that we can terminate the e-Statement service and revert to printed statements for any reason at any time.

### **Requesting a Paper Copy of Your Account Statement**

You can request a paper copy of your account statement by contacting Cornerstone Bank by phone or in writing.

### **Additional Terms and Conditions of your Electronic Statement Disclosure**

This disclosure is in addition to the terms and conditions described in the Internet Banking Agreement and Disclosure Statement, the Consumer and Business Account Agreement and Disclosures; corresponding fee schedules; or any other documentation which relates to your account(s) that were given to you at account opening. To the extent that this disclosure is inconsistent with any of the terms and conditions contained in the other Agreements, the terms and conditions of this disclosure shall control with respect to e-Statements. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make and for other restrictions that might impact your use of an account with e-Statements and Online Banking. If you should need another copy of a disclosure please contact Cornerstone Bank.

**Communications between Cornerstone Bank and You**

If you need to contact us immediately (e.g., to report an unauthorized transaction), you can communicate with us in any one of the following ways:

**Telephone** – You can contact us by telephone at: 1-888-297-2100

**Standard Mail** – You can write us at: 2280 45<sup>th</sup> St S, Fargo, ND 58104

Code Word = **CONFIDENTIAL**