

The Bank of Clovis
Electronic Banking Account Statement Disclosure and Agreement

This Electronic Banking Account Statement Disclosure and Agreement “Agreement” is made between you and The Bank of Clovis and provides your request and consent to receive statements, notices, and documents for your account(s) by electronic delivery. These electronic statements, notices, and documents are called “eStatements”. This Agreement is in addition to the terms and conditions described in the Terms and Conditions Disclosure and Electronic Fund Transfer Act Disclosure and corresponding Fee Schedule.

DEFINITIONS. As used in this document, the words “we,” “our,” and “Bank” mean The Bank of Clovis and the words “you” and “your” mean each account owner(s) or authorized signer(s). “Account(s) means your account at The Bank of Clovis.

AGREEMENT. By clicking on “I Agree” below, you agree that we may provide you with your periodic banking account statements, including, but not limited to any future disclosures, amendments, privacy policies, letters, correspondences, and any other notices that may be legally required to be provided to you, in electronic form. Once enrolled in the eStatements service you will receive your next statements, notices, and documents electronically only. By clicking “I Agree” you also understand that in order to complete your enrollment in eStatements you must demonstrate your ability to view and retain PDF documents. You will be prompted to open and enter a secret pass phrase from a PDF image before your enrollment can be confirmed.

ELIGIBILITY FOR eSTATEMENTS. You must be enrolled in our online banking product in order to sign up for and view eStatements. All account types for which the bank generates periodic statements are eligible for eStatements. For a statement, which contains the information for more than one account “Combined Statement,” the lead account must be linked to online banking and enrolled in eStatements to allow display of the Combined Statement.

MULTIPLE ONLINE ID’S. eStatements can only be set up for an account under one online banking ID. If you wish for your eStatements notifications to go to more than one person for an account then that party must be set up on the Additional Recipients tab on the ID under which the account is established.

ACCESSING YOUR eSTATEMENTS. You will receive an email notification of all eStatements, which will allow you to log in to your eStatements using your online banking ID and password. Your eStatements are also accessible on the bank’s online banking site upon login. You will need to ensure that your computer software meets the following system requirements in order to view, print, and/or save your eStatements.

- Computer with the capability to access the Internet
- Internet Browser that supports 128-bit encryption and is on the list of supported browsers. <http://info.netteller.com/go/Supported-Browsers>
- Adobe Acrobat Reader 6.0 or higher

Your statements and notices will be available to you online for 18 months. You will continue to have the option to request historical statements, for which fees may apply; please refer to the applicable account agreement and disclosures for details. If you wish to receive a paper copy of a disclosure or other information presented to you electronically you can contact us by phone at (575)769-9000 or by writing us at The Bank of Clovis, 300 Main Street, Clovis, NM 88101.

We will use our best efforts to deliver your eStatements in a timely manner and in accordance with any applicable time required by law. However, we shall incur no liability if we are unable to deliver your eStatements because of the existence of any one or more of the following circumstances:

- a. Our website or The Bank of Clovis Online is not working properly and you know or have been advised by us of the malfunction; or
- b. Circumstances beyond our control (such as, but not limited to, fire, flood, interruption in telephone service or other communication lines, interference from an outside force, legal restriction or delays in mail service) prevent proper delivery and we have taken reasonable precautions to avoid those circumstances.

DUTY TO REVIEW PERIODIC STATEMENTS. You must promptly access/review your eStatement and any accompanying items and notify us in writing immediately of any error, unauthorized transaction, or any other irregularity. If you allow someone else to access your eStatement, you are still fully responsible to review the eStatement for any errors, unauthorized transactions 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 eStatement notification date regardless of when you access and/or review your eStatement. If you do not immediately report to The Bank of Clovis any non-receipt of eStatements or any error, irregularity, discrepancies, claims or unauthorized debits or items, you shall be deemed conclusively to have accepted all matters contained in the eStatements to be true, accurate and correct in all respects.

ERROR RESOLUTION PROCEDURES. Some transactions to your account may be accomplished electronically. In the event an error occurs or you have a question about this type of transaction, you should be aware of the following.

In Case of Errors or Questions About Your Electronic Transfers contact us by telephone at the number listed above or write to us at the address listed above as soon as you can. If you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error of the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is

in error, so that you will have the use of the money during the time it takes us to complete or investigation.

REQUESTING A PAPER COPY OF YOUR ACCOUNT STATEMENT. At any time, you may request a paper copy of any periodic statement or disclosure which has been delivered electronically. Paper copies may be acquired by contacting The Bank of Clovis at the above phone number or address. You may be charged the research fee as stated on the schedule of account fees.

EMAIL ADDRESS MAINTENANCE. It is your responsibility to notify us if you change your email address. You may update your email address by going to the eStatements tab in online banking, clicking on Email, and making changes to your information.

SECURITY. Your Access ID and Password are used to access online banking services and should be kept confidential. The online banking system will require you to change your password every 90 days. You are responsible for keeping your password, account numbers, and other account data confidential. You further understand and agree to notify the Bank immediately if your password should become compromised or known to individuals who are not authorized by you.

YOUR RIGHT TO WITHDRAW CONSENT. At any time and at no charge, you can withdraw your consent to have your statements provided in an electronic form by going to the eStatements tab in online banking, clicking on "Documents and Settings", and removing the checkmark from the All Account box or remove the checkmark from the account(s) you want to remove from eStatements. We will then discontinue e-Statement service for that account(s) and you will receive paper statements for subsequent statement periods. When you change your settings, the change will take place the next statement cycle.

CHANGES AND/OR TERMINATION. Except as otherwise required by law, rule, or regulation, we may change the terms of this Agreement at any time. When changes are made we will update this Agreement on online banking. Online banking will be updated on the effective date, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated at an earlier time. If such a change is made, and it can't be disclosed without jeopardizing the security of the system, this Agreement will be updated within thirty (30) days after the change. You will be notified as soon as possible when any changes are made which materially affect your rights. As always, you may choose to decline changes to this Agreement by de-enrolling in the eStatements service. Your continued enrollment in the eStatements service is your acceptance to the Agreement. Changes to fees or terms applicable to eligible accounts are governed by the agreement otherwise governing the applicable account. It is your responsibility to review this Agreement including The Bank of Clovis Privacy Policy from time to time in order to be aware of any such changes.