



e-Statement User Agreement and Disclosure for Commercial Customers

This **LegacyBank** User Agreement and Disclosure provides consent to receive bank statements, notices and disclosures for your selected bank account(s) by electronic delivery, called e-Statements via the banks' Online Banking service. Disclosure information may be submitted via your email account. The terms of this Agreement are in addition to those that apply to an account or service you have with us. Within this Agreement, the terms "you", "your", and "customer", refer to each depositor on an account who has elected to receive an electronic statement, the term "account" or "accounts" means your account at **LegacyBank**.

- **General:** By accepting this Agreement, you have elected to receive your periodic account statements and e-Statement User Agreement and Disclosure in electronic format. Our goal is to provide paperless statements, which are a great way to make your life easier. No more waiting for your account information to arrive by US Postal service, we'll simply add your statement to your Internet Banking account at no additional cost to you. You can view and print your documents (statements, images and disclosures) when it's convenient to you.
- **Equipment / Access Requirements**
 - Valid, active email address
 - Personal computer
 - An Internet web browser which is capable of supporting 128-bit SSL encrypted communications
 - Software which permits you to receive and access (PDF) files. Adobe is free and can be downloaded from www.adobe.com.
 - Authorized **LegacyBank** Online Banking Access (www.nylegacybank.net)
- **Eligible Account:** Checking, Savings and loan e-Statements will be available at the same frequency (cycle) as your statement(s) were previously mailed. Generally, checking statements are delivered monthly, while passbook savings statements are delivered semi-annually, unless combined on your monthly checking account statement. Dormant account cycles may differ.
- **How to obtain your e-Statement:** Once you enroll your account(s) for e-Statement delivery, you will be notified by e-mail that your e-Statement is available. It is your responsibility to review each statement provided through online banking. Your e-Statement will be available for viewing for a period of 24 months. You can view, download and/or print them at your convenience. If you wish to have a paper copy of a statement or check mailed, you may send your request via email or by visiting one of our convenient locations. Normal research fees will apply.

- **Your responsibility to notify us regarding errors, irregularities or unauthorized access:** You must promptly review your e-Statement and any accompanying items. Notifying us immediately of any suspected error, alteration, or other irregularity with your e-Statement, with your account, and including any unauthorized access. You must notify us in writing to preserve your rights. Notification of suspected errors, alternations, or other irregularity within you e-Statement must be given with sixty (60) calendar days of the e-Statement in which the suspect item appears. This period begins on the e-Statement e-mail notification date, regardless of when you access and/or review your e-Statement.
- **Change of E-Mail address, mailing address and other information:** You agree to notify us immediately of any change in your e-mail address, mailing address or other contact information. If the bank receives notification that electronic delivery is not possible due to an incorrect or closed e-mail address, we may elect, at our discretion, to choose to revert your account(s) to standard delivery via U.S. mail without additional notification
- **Termination and / or Equipment Failure:** In the event of equipment failure or email delivery error, you may request a paper copy of your statement at no charge, simply contact our bank at 276-935-8111. If an email is returned undeliverable for any reason, **LegacyBank** will attempt to contact you via phone, if no attempt can be made, we will resume the paper delivery of your statement via U.S. Postal Service immediately. If you wish to discontinue this service, you may send your request via email or by visiting one of our convenient locations. You will begin receiving paper statements starting with your next statement cycle. There are no fees associated with revoking this agreement. Termination of this agreement will result in paper account statements and disclosures being mailed to the address we have on file for you.

LegacyBank has the right to rescind this agreement at any time and for any reason without advanced notice.

- **Privacy:** Our privacy policy previously provided to our customers will apply to this service and the policy is incorporated into and made part of this **LegacyBank** e-Statement and Disclosure. Your email address will be used in accordance with the Bank's privacy statement to deliver notification to you. Your email address will not be sold or otherwise provided to third parties.
- **Changes in Terms of Use:** **LegacyBank** reserves the right to modify this Agreement at any time. Any modifications to this service shall be effective the date provided within the notification posted on our website: www.mylegacybank.net. **LegacyBank** will notify you of any amendments to this Agreement, including any changes in hardware or software required to access documents by providing notice to you via your email address or our website, www.mylegacybank.net. **LegacyBank** has the right to rescind this Agreement at any time and for any reason without advanced notice.

Disclaimer of Liability: LegacyBank does not guarantee the delivery of any email notification, nor liability for losses or damages arising from non-delivery, delayed or mis-delivery. Factors affecting these email notifications are solely between you and a Third Party that you designate, such as an Internet Service Provider or Phone company. We make no representations or warranties whatsoever with regard to Third Party Service Providers products or services. Likewise, LegacyBank makes no warranty of any kind, express or implied that our e-Statement delivery will be uninterrupted or error free. We do not and cannot warrant that LegacyBank will operate without error, or that e-Statements will be available at all times. You agree that neither we nor our suppliers or our directors, officers or employees be held 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.

The laws of the State of Virginia shall govern this Agreement. You acknowledge that you have reviewed this Agreement, understand the terms and conditions set forth herein, and agree to be bound hereby.

I (customer) agree to the deposit account terms and conditions (signature card) received upon account opening and the terms of the LegacyBank e-Statement User Agreement and Disclosure. I consent to receive email notifications and e-Statements via the Online Banking service for my account(s) and will no longer receive a periodic paper statement by U.S. Postal Mail.

Customer Name

Date

Email Address

Home/Work/Cell Phone

Account Numbers for e-Statements

Checking _____

Savings _____

Loans _____

