



e-Statement Agreement and Disclosure

This Agreement governs the receipt of your periodic account statements for those accounts which you designate ("Designated Accounts") through Bank of Labor's Online Banking. In addition, you may receive most disclosures and notices ("Disclosures") on your Designated Accounts through the same web-based electronic service instead of by U.S. mail. These Disclosures may include but are not limited to:

- Funds Availability Policy
- Truth-In-Savings Disclosure
- Truth-In-Lending Disclosure
- Electronic Fund Transfers Disclosure and Agreement
- Privacy Policy
- Change-In-Terms Notices
- Fee Schedules
- Other written notices required by law

The electronic delivery of periodic account statements and Disclosures is referred to as the "e-Statements Service."

This Agreement is in addition to all other agreements you may have with Bank of Labor ("Bank") including, but not limited to, the Cardholder Agreement, Deposit Agreement, Electronic Fund Transfers Disclosure, and Online Banking Disclosure.

Delivery of e-Statements and Disclosures

Each account cycle, you will receive an e-mail, at the e-mail address designated by you through Bank of Labor's Online Banking, notifying you of the date when the periodic electronic statements ("e-Statements") for your Designated Accounts are available. These e-mails will be the only notice you receive of the online availability of your e-Statements other than alerts which may be sent to your Online Banking message box. Viewing your e-Statements will require a valid User ID and password for Bank of Labor's Online Banking. After signing into Online Banking, you will be provided access to your e-Statements through the "Statements" menu. Access to your e-Statements will be provided for a period of fifteen (15) months from the date of each e-Statement, as long as the Designated Account is open. Statements for closed business accounts will continue to be available for three months and statements for closed personal accounts will be removed when the account is moved by Bank of Labor into historical status, which could occur as soon as thirty days after closing. You may make a copy of an e-Statement for your records by printing it or downloading it to a storage device.

By selecting "Online" delivery from the "Add Online Statements" page in Personal Online Banking or from the "Statements and Documents - Preferences" page in Business Online Banking, you will no longer receive paper statements for your Designated Accounts by U.S. mail. In addition, you may receive Disclosures regarding your Designated Accounts electronically and not in paper form. Disclosures may be attached in an e-mail, contained in the text of an e-mail, posted separately from e-Statements on the "Statements" menu, contained within an e-Statement, or posted otherwise through Bank of Labor's Online Banking. Any e-mail notifying you of the availability of or containing an e-Statement or a Disclosure are referred to as a "Notice E-mail." Delivery of some Disclosures in electronic form does not require the Bank to electronically deliver all notices or all notices of a particular type.

A Notice E-mail to one owner of a joint owner Designated Account is considered notice to all owners. Notice E-mails will be considered sufficient notice regardless of whether you actually access the Notice E-mail or the e-Statements or Disclosures through Online Banking.

Requirements

You are required to provide the Bank with a valid e-mail address. It is your responsibility to update your e-mail address through Online Banking if you change your e-mail address. If a Notice E-mail is returned undeliverable, the Bank may at its discretion discontinue your e-Statements Service and begin sending your periodic statements and Disclosures to you in paper form at the last postal address shown on our records.



To use the e-Statements Service, you need to have an operating system and an Internet browser that are supported by Online Banking. You will also need a connection to the Internet, and a current version of Adobe Acrobat Reader or Adobe Acrobat Viewer.

You must maintain your e-mail address and access to the Internet. You agree to maintain access at all times to personal computer capability sufficient to receive Notice E-mails, view your e-Statements and Disclosures, and to either download or print your e-Statements and Disclosures. If additional software becomes necessary to do any of these acts, you agree to obtain such software at your expense or to discontinue the e-Statements Service.

Termination of e-Statements

For Personal Online Banking, you or any joint owner of a Designated Account may un-enroll from the e-Statements Service at any time by going to the "Add Online Statements" page and switching the Designated Accounts to "Online and Paper."

If you have a Personal Rewards Checking (PERC) account and no longer want to receive e-Statements you will be required to choose another checking account product that does not require e-Statements.

For Business Online Banking, you may un-enroll from the e-Statements Service at any time by going to the "Statements and Documents – Preferences" page and switching the Designated Accounts to "Online & Paper."

You may also un-enroll by notifying Bank of Labor at (855) 245-2267. There is no fee for un-enrolling. Termination of the e-Statements Service will automatically occur upon the first of the following events to happen: you un-enroll your accounts in the e-Statements Service or you close all of your Designated Accounts. We may also terminate the e-Statements Service for any or all Designated Accounts at our discretion. Upon termination of the e-Statements Service for any reason other than the closing of all of your Designated Accounts, paper notices and statements will be immediately resumed. The termination of the e-Statements Service in no way affects the validity or legal effect of all e-Statements and Disclosures which have been previously delivered electronically under this e-Statements Service.

Delivery Failure

We will use our best efforts to deliver your e-Statements and Disclosures in a timely manner as required by law. We will have no liability if we are unable to deliver them due to, but not limited to, the following circumstances:

- Your equipment is not functioning properly.
- Messages sent by us to the e-mail address you have designated in Online Banking are not delivered to your e-mail inbox for whatever reason.
- Our system is not properly functioning and you are aware of its malfunctioning when you make a request to us.
- Circumstances beyond our control (such as, but not limited to, communications failure, energy shortage, act of God, war, riot, fire, civil commotion, terrorist attack, severe or adverse weather conditions or other causes beyond the Bank's control).

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 OR NOTICES PROVIDED TO YOU UNDER THIS AGREEMENT. WE DO NOT AND CANNOT 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 AGREEMENT, OR OTHERWISE REQUIRED BY LAW, YOU AGREE THAT THE BANK'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR CONTRACTORS ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER OR BY REASON OF ANY E-STATEMENT SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT OR BY REASON OF YOUR USE OF E-STATEMENTS, INCLUDING LOSS OF PROFITS, REVENUE, OR DATA, 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 THIS E-STATEMENT SERVICE.



Review of e-Statements

Your use of this e-Statement Service does not in any way alter your obligation to promptly review your e-Statements and to notify us of any error, alteration or other irregularity. All provisions as set forth in the Deposit Agreement shall continue to apply. Your e-Statements will be considered delivered on the date that they are sent to the e-mail address you have designated, whether you actually receive the Notice E-mail or not.

Responsibility for User ID and Password

It is your responsibility to maintain control and safeguard your User ID and Password for Bank of Labor's Online Banking under the Online Banking Disclosure. In addition, it is your responsibility to maintain and safeguard the e-mail account which you designate to receive e-Statements and Disclosures.

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 Designated Accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. 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 occur openly (in the clear) on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing e-Statements will not be monitored or read by others. You agree to indemnify, defend, and hold harmless Bank and its successors, assigns, affiliates, officers, employees, directors and agents against any loss, claims, damages, judgments, awards, legal obligations, costs or expenses, including, without limitation, all fees and expenses of Bank based upon, arising out of, or related in any way to your failure to protect your confidential information.

Amendments

We may change any term of the Agreement at any time. We will provide prior notice to you as required by law or regulation. Such notice may be by e-mail, U.S. mail or by message on your e-Statement. We may not provide prior notice to you if the change is being made to ensure the security of the e-Statement Service; however, we will provide such notice as soon as reasonably possible after such change.

Governing Law

This Agreement is entered in the state of Kansas and shall be governed by the laws of the state of Kansas. Neither party may assign or transfer any of its rights or obligations under this Agreement, but the provisions of this Agreement shall be binding upon and inure to the benefit of any legal successor to the Bank, whether by merger, consolidation or otherwise.

Consent

By checking "I agree" on the e-Statements enrollment page, you are indicating you have read, understood and agree to be bound by the terms of this Agreement; indicating your execution and acceptance of the electronic delivery of the e-Statements and Disclosures; authorizing the delivery of e-Statements and Disclosures on the Designated Accounts as described above; warranting you have the appropriate equipment and software to provide the ability to receive and retain e-Statements and notices on the Designated Accounts, warranting you have appropriate authority to act on behalf of the Owners of any and all Designated Accounts.