

# **eDocs Service Disclosure and Agreement**

# **Electronic Documents Disclosure and Agreement:**

Before you enroll in or access our Electronic Statement and Notice Service ("eDocs Service"), the Electronic Signatures in Global and National Commerce Act (ESIGN) and other laws and regulations require us to obtain your consent to electronic delivery of your periodic account statements, account notices, and associated disclosures required under Federal and/or State laws or regulations. Please read this eDocs Disclosure and Agreement carefully and save or print a copy for your records.

Definitions: The words "we", "us", and "our" refer to Peoples Trust Company, and the words "you" and "your" mean you, the individual(s) or entity who is identified on the Account as the owner or authorized signor on the Accounts. As used in this Disclosure and Agreement, "Account" means the accounts, products or services you have with us. "eDocs" means Account Communications including any customer agreements or amendments thereto, periodic billing statements, periodic account statements and notices, tax statements, disclosures, notices, privacy policies and all other information related to the Account, including but not limited to information we are required by law to provide to you in writing or notices we provide to you as a convenience.

#### 1. Consent to Receive eDocs:

By choosing to enroll for eDocs from Peoples Trust Company, you consent for us to provide for electronic delivery of Account communications that are required by Federal and/or State laws and regulations and for other notices that we provide for your convenience and not because they are required. Examples of required disclosures and notices include your periodic statements, Electronic Funds Transfer Notice, Your Billing Error Rights, changes in account terms and fees disclosures. Convenience notices include such items as overdraft notices and loan payment reminders.

The same terms apply with respect to electronically delivered bank statements as for those delivered in paper form. Account agreements and disclosures that you have previously received from Peoples Trust Company remain in effect.

# Scope of eDocs to be provided in Electronic Form:

When you select "I Accept", you are consenting that we may provide you with any communications relating to the accounts selected for electronic delivery that we now provide to you in printed form via postal delivery in electronic form, to all terms and conditions of this agreement, and that we will no longer send a paper copy unless you request it. Your electronic documents will contain the same content as the paper version supplied by the Bank.

You are also consenting to receive notice of future changes to deposit agreements and disclosures via electronic communication. Disclosures such as your Privacy and Error Resolution Notices are also available to you in Peoples Trust Company's Online Banking (<a href="www.ptcvt.com">www.ptcvt.com</a>) by selecting the Disclosures button. You acknowledge and consent that notices currently only available via postal delivery may be converted to electronic delivery in the future. Your consent will continue to be effective until such time you cancel or withdraw it as outlined in section 3 of this agreement or the Bank elects to revoke it.

Your consent to receive eDocs includes, but is not limited to:

- Periodic Checking Account Statements
- Periodic Savings Account Statements
- Checking and Savings Account Notices
- Certificate of Deposit Account Notices
- Loan Billing Statements and Notices
- Annual Tax Notices (will be provided in paper and electronic format)
- All legal and regulatory disclosures and communications
- Notices or disclosures about changes in the terms of your Account

# 2. Providing Communication to You in Electronic Form

We will be sending, to your email address, a notice that an eDoc is available for viewing along with instructions on how to access your eDocs. You agree to maintain an active email address for electronic notification purposes. You must keep us informed of any changes to your email address. In the event that we are unable to deliver the email message notifying you that your eDoc is now available, we will take reasonable steps to validate the email address provided to Peoples Trust Company. However, your eDocs are available by logging into the eDoc portal even if notification was not received.

**How to update email Address:** To update your email address, log in to Peoples Trust Company Online Banking and update your email address from the Profile button.

# 3. Withdrawing your Consent to receive eDocs:

If you agree to receive account communications electronically, you have the right to withdraw your consent at any time, at no cost to you unless it is a feature of the applicable deposit account (for instance, a credit back on one of our checking or savings products). Withdrawing your consent to receive account communications electronically will result in Peoples Trust Company sending your required paper account communications to the mailing address the Bank has on file.

**How to Withdraw Consent:** To cancel your eDocs service: Contact us at 802-524-2196 or 800-479-2196 during regular business hours; or notify us in writing at Peoples Trust Company, Attn: Deposit Operations Department, PO Box 320, St. Albans, VT 05478.

Your withdrawal of consent will be effective within 30 business days after the Bank's receipt of your request.

# 4. Hardware and Software Requirements:

In order to access Peoples Trust Company eDocs and to receive and retain your account communications electronically, your must have:

- \* Access to an Internet Web browser which is SSL-Compliant and supports 128 bit encryption;
- \* Access to the Internet through an Internet or other service provider;
- \* A valid email account, email address and email software capable of receiving attachments up to 1 MB;
- \* A personal computer or other access device with at least 64 MB RAM, an operating system and all necessary telephone lines, Internet or other connections and equipment capable of supporting the foregoing requirements necessary to access the Services, including any Internet-enabled wireless devices such as personal digital assistants and cellular telephones you may use to access the Services; and
- \* Adobe Acrobat Reader software, version 6.00 or higher; sufficient electronic storage capacity on your computer's hard drive or other data storage unit, or a printer that is capable of printing from your Internet Web browser and email software.

If you do not have a PDF viewer, you may download Adobe Reader by going to http://get.adobe.com/reader

These hardware and software requirements must be satisfied and maintained at your own expense.

We will give you notice of any change to these hardware and software requirements if the proposed change will adversely affect your ability to access, receive, and retain subsequent electronic statements from us.

#### 5. Request for Paper Copies of Your eDocs:

You have the right or option to request duplicate copies of statements or notices received electronically under this Agreement, in paper form. All requests must include the applicable account number(s) and specific period(s) for the documents requested. Requests for paper copies will be subject to our current Account Research Fee.

**How to request paper copies:** Contact us at 802-524-2196 or 800-479-2196 during regular business hours; or notify us in writing at Peoples Trust Company, Attn: Deposit Operations Department, PO Box 320, St. Albans, VT 05478.

#### 6. Bank's Right to Revoke Consent:

Peoples Trust Company reserves the right to change, suspend, or eliminate any or all aspect of the eDocs Service and the terms and conditions of eDocs Service Disclosure and Agreement. We will provide you with notice of any termination or change as required by law.

#### 7. Prompt Review of eDocs

It's important to review your account communications in a timely manner consistent with the account agreements and disclosures you received at account opening. You agree to promptly review your statements and notices and notify us of any error, unauthorized signature, alteration or other irregularity. You must notify us of any errors or irregularities according to the applicable account agreements and Error Resolution Notices. The Error Resolution Notice is included with your account statement or available on the disclosures tab within our Online Banking system.

#### 8. Liability:

Peoples Trust Company will not be responsible for consequential or incidental damages resulting from the Bank's performance under this agreement, damages arising from unauthorized access to your Peoples Trust Company Online Banking Account and eDocs portal, damages arising from your inability to access your online eDocs, including computer, email, and internet malfunctions, or any costs associated with updating, modifying, or terminating your software or hardware.