



# eStatement Enrollment Form

Please print legibly. Complete and return to any location or mail to Clear Mountain Bank, PO Box 205, Bruceton Mills, WV 26525.

<b>Name of Account Owner</b>	<b>Name of Business (if applicable)</b>
<b>Social Security Number or Tax ID Number for businesses</b>	<b>Email Address</b>
<b>Home Phone</b>	<b>Business Phone</b>
<b>Accounts (please list all checking accounts you wish to enroll)</b>	
By signing below, I certify that the information provided is true and correct. I authorize Clear Mountain Bank to verify information on this application and allow access to all the accounts listed above of which I am the owner. I agree to the terms and conditions below and on the reverse.	
<b>Signature:</b> _____	<b>Date:</b> _____

## ELECTRONIC STATEMENT, (eStatement), DISCLOSURE AGREEMENT

### Electronic Delivery of Statements and Notices

By accepting the "Clear Mountain Bank Electronic Statement (eStatement) Disclosure Agreement", you consent and agree that Clear Mountain Bank may provide certain disclosures and notices to you in electronic form, in lieu of paper form, including electronic delivery of statements (eStatements) for your Clear Mountain Bank deposit account(s).

### Definitions

As used in this Agreement, the words "we", "our", and "us" mean Clear Mountain Bank. "You" and "your" mean the account owner(s) authorized to receive eStatements under this Agreement. "Account" or "accounts" mean your deposit accounts at Clear Mountain Bank. "Business days" mean Monday through Friday, excluding Federal holidays.

### Electronic Statement/Notices Consent

Your consent to receive eStatements covers the periodic statements you are provided in connection with your Clear Mountain Bank deposit account(s). Your consent also covers disclosures that are required with your account statements, including, but not limited to, the error resolution notice required by the Electronic Fund Transfer Act, as well as marketing information on products and/or promotions that Clear Mountain Bank may provide to you electronically. By using eStatements, you accept and agree to be bound by the general terms and conditions governing eStatements, including without limitation all the terms and conditions in this Agreement. You agree to be bound by any and all laws, rules, regulations and official issuances applicable to eStatements now existing or which may hereafter be enacted, issued or enforced, as well as such other terms and conditions governing the use of other facilities, benefits or services that Clear Mountain Bank may from time to time make available to you in connection with eStatements. Clear Mountain Bank has absolute discretion to make eStatements available to you. Further, Clear Mountain Bank has the discretion from time to time and upon giving notice to you to modify, restrict, withdraw, cancel, suspend or discontinue eStatements without giving any reason. You understand that by using eStatements after any modification or change has been effected, you would have agreed to such modification or change. Once you receive your first eStatement, Clear Mountain Bank will discontinue mailing paper account statements for your eStatement account. All future statements for that account will be eStatements which you will access through Clear Mountain Bank's SmartLink Online Banking to obtain, review, print, and copy/download your periodic deposit account statements. Each month we will send an e-mail notice to you advising you of the availability of your eStatement with instructions on how to access your eStatement. You may then access your eStatement via the procedures that we authorize. Your electronic statement will be available for viewing for a period of twelve (12) months (or such period as decided by Clear Mountain Bank and notified to you) from the applicable statement date. Your consent to receive electronic notices covers any notice or other type of communication provided to you pursuant to the terms of this Agreement. We will send all notices, attachments, and/or documents via e-mail to the last known e-mail address provided by you. You agree to notify us promptly of any change of your e-mail address.

### Clear Mountain Bank eStatement Procedures

You must enroll each of your deposit account(s) for which you want to access eStatements. To enroll your account(s) for eStatement access simply sign up online or complete the eStatement enrollment form and return to Clear Mountain Bank. In order to access your eStatements, you must log in to Clear Mountain Bank's SmartLink Online Banking service, go to your account, then: 1) Click on the "Documents" tab, 2) Under the Documents tab choose "Checking Account Statements", 3) Then select the statement date that you wish to view. Your eStatement will be viewable as an easy to read Adobe® PDF file.

### Requesting to Receive or Cancel Paper Statements in Addition to eStatements

You can request to receive paper statements in addition to your eStatements for a monthly fee by emailing us at support@clearmountainbank.com. Should you wish to cancel your request to receive paper statements in addition to eStatements for a particular account, please e-mail us at support@clearmountainbank.com. You can request a paper copy of your account statement by calling your local Clear Mountain Bank branch. A nominal fee per statement copy may be assessed to your account.

### 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 statement, you remain fully responsible to review the statement 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 e-mail notification date regardless of when you access and/or review your eStatement. If you do not immediately report to Clear Mountain Bank 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.

**Change of Mailing Address, E-mail Address, and Other Information**

You must provide us with a valid e-mail address in order to use the eStatement service. You agree to notify us immediately of any change in your mailing address, e-mail address or other particulars relevant to this Agreement. To notify us of your e-mail address change, please log in to Clear Mountain Bank's SmartLink Online Banking service, or call us at (304) 379-2265.

**Joint Accounts**

If your Clear Mountain Bank account is owned jointly with another person, either one of you may consent to receive electronic disclosures and eStatements and that person's election to access eStatements shall apply to both of you. Clear Mountain Bank will automatically turn off the paper statement for that account once the first eStatement has been made available unless you request to continue to receive your paper statements in addition to your eStatements (please refer to 'Requesting to Receive or Cancel Paper Statements in Addition to eStatements').

**Security**

You agree that Clear Mountain Bank shall not be held liable if you are unable to gain access to the website or Clear Mountain Bank system from time to time. You understand that some or all of the eStatement services and/or other Clear Mountain Bank 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 Clear Mountain Bank's control. You understand the importance of your role in preventing misuse of your accounts, and you agree to promptly examine your eStatement for each of your Clear Mountain 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 cannot and do not warrant that all data transfers utilizing the internet, or e-mail 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 spyware 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. Clear Mountain 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 eStatements. You agree that you shall not disassemble, decompile, copy, modify or reverse engineer any Clear Mountain Bank proprietary software or allow anyone else to do so. Your Access 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 eStatement records, your system must have a personal computer that has Internet access and an Internet browser that supports 128-bit encryption. If your browser does not support 128-bit encryption, you must upgrade it in order to access the Online Banking secure pages to gain access to your eStatements. To print or download disclosures and eStatements you must have a printer connected to your PC or sufficient hard-drive space to save the disclosure or eStatements. To open and view an online statement or any other document sent by the Bank, your computer system must be equipped with Adobe® Reader® software. You may download Adobe® Reader® for free at [www.adobe.com](http://www.adobe.com).

**Change in Terms**

The Bank reserves the right to change the terms and conditions of this agreement (including fee schedule) at any time, which includes the addition and deletion of eStatement services. We shall update this agreement on our website and may notify you of such changes by mail or 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 eStatement service when the changes become effective, you agree to be bound by the revised terms and conditions contained in this agreement or you can decline the changes by discontinuing the use of the eStatement service and notifying us of your election by e-mail or regular mail. The Bank reserves its right to terminate this Electronic Statement Disclosure Agreement and your access to the eStatement service, in whole or in part, at any time, including but not limited to when customers have not logged in to use Online Banking services for over 180 days.

**Your Right to Withdraw Consent**

You have the right to withdraw your consent to have your statements provided in an electronic form by contacting us via e-mail at [support@clearmountainbank.com](mailto:support@clearmountainbank.com) or calling us at (304) 379-2265. You may also write us at P.O. Box 205, Bruceton Mills, WV 26525. We will then discontinue eStatement service for that account and you will receive paper statements for subsequent statement periods. There is no fee to discontinue your eStatement 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 eStatements provided to you under the Agreement. We do not and cannot warrant that the eStatement service will operate without error, or that the eStatement service will be available at all times. Except as specifically provided in this Agreement, 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 Agreement or by reason of your use of the eStatement service, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty or any other legal theory. Clear Mountain Bank cannot control information on other web sites. We are not responsible for the content or privacy of web sites linked from Clear Mountain Bank's web sites. Please review the privacy policy of the service provider.

**Communications between Clear Mountain Bank and You**

You can use e-mail to communicate with Clear Mountain Bank by clicking on the Contact Us link on our web site [www.clearmountainbank.com](http://www.clearmountainbank.com). However, e-mail is not available to initiate transactions on your accounts. Since we may not receive it immediately, you should not rely on e-mail if you need to communicate with us right away (e.g., to report an unauthorized transaction). If you need to contact us immediately, you can call us at (304) 379-2265, Monday through Friday from 8:00 a.m. – 5:00 p.m.

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

This Agreement is in addition to the terms and conditions described in the "Clear Mountain Bank Online Banking Service Agreement", the Consumer and Business Account Agreement and Disclosures; corresponding fee schedules; or any other documentation which relates to your account(s), collectively referred to as the "Master Agreement", that were given to you at account opening. To the extent that this Agreement is inconsistent with any of the terms and conditions contained in the Master Agreement, the terms and conditions of this Agreement shall control with respect to eStatements. 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 eStatements and Online Banking. If you should need another copy of a disclosure, please contact us through our web site at [www.clearmountainbank.com](http://www.clearmountainbank.com) or call our Customer Service Representatives at (304) 379-2265 between 8:00 a.m. and 5:00 p.m. Eastern Time, Monday through Friday, or write to our Customer Service at P.O. Box 205, Bruceton Mills, WV 26525.

**Our Right to Terminate**

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