



## **ELECTRONIC STATEMENT (Online Statement) DISCLOSURE AGREEMENT**

### ***Electronic Delivery of Statements and Notices***

By accepting the Pacific Continental Bank Electronic Statement Disclosure Agreement you consent and agree that Pacific Continental Bank (the "Bank") may provide certain disclosures and notices to you in electronic form, in lieu of paper form, including electronic delivery of statements (Online Statements) for your Pacific Continental Bank deposit account(s). This Agreement is in addition to all other agreements you may have with Pacific Continental Bank, including but not limited to the Deposit Account Agreement and Disclosure, Electronic Fund Transfer Agreement and Disclosure, and Funds Availability Disclosure. You understand and agree that by requesting electronic delivery you will not receive statements in paper form delivered by regular United States Postal Service mail.

Your consent to receive Online Statements authorizes Pacific Continental Bank to provide you the periodic statements you are provided in connection with your Pacific Continental Bank deposit account(s) electronically via a secure login. Your consent also covers disclosures that are required with your account statements, including but not limited to, the Privacy Notice, the error resolution notice required by the Electronic Fund Transfer Act, as well as marketing information on products and/or promotions that the Bank may provide to you electronically. Disclosures may be attached in an email, contained in the text of an email, posted separately from Online Statements, or contained within an Online Statement. By using Online Statements you accept and agree to be bound by the general terms and conditions governing Online Statements, including without limitation all of the terms and conditions in this Agreement. You agree to be bound by any and all laws, rules, regulations and official issuances applicable to Online Statements 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 the Bank may from time to time make available to you in connection with Online Statements. We will send all notices, attachments, and/or documents via email to the last known email address provided by you.

In order to access your Online Statement you will need to have the following:

- Internet access and a fully functional email address;
- A computer and Internet browser that can support 128-bit encryption;
- A current version of either: Microsoft Internet Explorer, Firefox or Google Chrome installed on your computer; A current version of Adobe Acrobat Reader installed on your computer
- Access to a printer or storage medium such as a hard drive so that you can download and/or print disclosures and/or statements for your records;

### **Disclosures**

1. You have a right to receive this disclosure in paper form. To receive a paper disclosure, please contact us by telephone toll free at 877-231-2265 or mail to Pacific Continental Bank Attn: Client Resource Center, PO Box 10727, Eugene, OR 97440-2727.
2. The consent you are providing is for electronic delivery of your periodic Pacific Continental Bank account statement and notices.



3. You have the right, at any time, to withdraw this consent for electronic delivery of your account statements and again receive them by mail. You may withdraw your consent by contacting the Bank through our Website at [www.therightbank.com](http://www.therightbank.com); by calling toll free 877-231-2265; by email at [banking@therightbank.com](mailto:banking@therightbank.com), or by writing to Pacific Continental Bank at Attn: Client Resource Center, PO Box 10727, Eugene, OR 97440-2727. The withdrawal of your consent should be received at least ten (10) days before the end of your regular periodic statement cycle.
4. It is your responsibility to notify us promptly any time you should have a change in your email address. Notification of any email address changes should be received at least ten(10) days before the end of your regular periodic statement cycle. You may notify us of any email address changes by mail to: Pacific Continental Bank Attn: Client Resource Center, PO Box 10727, Eugene OR 97440-2727, via email within your secure Online Banking access or by calling toll free 877-231-2265.
5. If your electronic mail is returned as "undeliverable" an attempt will be made to contact you. If contact cannot be made a paper copy of your statement will be sent by U.S. mail and an "Undeliverable Online Statement" fee of \$5.00 will appear on a subsequent statement.
6. You will be required to use a password to access the electronic statements via secure Online Banking or Online Statement login.
7. Pacific Continental Bank reserves the right to change the terms and conditions of this Agreement including the right to terminate this Electronic Statement Disclosure Agreement and your access to the Online Statement service, in whole or in part, at any time.
8. You agree that Pacific Continental Bank shall not be liable if you are unable to gain access to the Website or the PCB system from time to time. You understand that some or all of the Online Statement services and/or other PCB electronic services may not be available at certain times due to maintenance, computer, communications, electrical or network failure or any other causes beyond our control.

#### **Request and Agreement for Electronic Delivery of Statements**

1. Statement notifications can be sent to multiple email addresses. However, Online Statement delivery to one owner of a joint or multiple party accounts is considered notice to all owners if only one email address is provided.
2. The Bank shall have no obligation or liability to notify any other parties to a multiple party account if the email address is changed using the procedures indicated above.
3. You agree to protect the confidentiality of your account, account number, usernames and passwords. You understand that personal identification information by itself or together with information related to your account, may allow unauthorized access to your account. You agree that it is your responsibility to ensure that the electronic statements are not intercepted or viewed by others and for ensuring that you have logged out when your session is complete to prevent unauthorized access. It is your responsibility to contact us if you know or suspect unauthorized use of your User ID and Password.
4. You agree to promptly access/review your Online Statement upon notification and any accompanying items or disclosures. You must notify us immediately in accordance with the Error Resolution procedures indicated. You agree to promptly examine your statement and notify the Bank of any errors, unauthorized transaction, or any other irregularity. If you allow someone else to access your statement, you are still 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 Online Statement email notification date regardless of when you access and/or review your Online Statement.

All electronic statements shall be in full compliance with applicable laws and regulations. The provisions in this Agreement are part of, and in supplement to, Pacific Continental Bank's Deposit Account Agreement and Disclosure and are subject to all of the provisions contained therein. Each Pacific Continental Bank account that you designate to be included within the Online Statement service is also governed by the terms and conditions otherwise applicable to that kind of account as separately disclosed to you, either in the Deposit Account Agreement and Disclosure, applications and enrollment forms, the applicable fee schedules, our Privacy Notice or other written disclosures.

With your acceptance below, you agree to accept periodic deposit account statements in an electronic format. You also agree that you have the necessary equipment for accessing and viewing Online Statements and you agree to notify us if you change your email address or if you no longer want to receive statements electronically.

**I confirm I have read and agree to the terms of this Electronic Statement Disclosure Agreement and confirm I would like to receive Online Statement delivery. I understand that for the accounts listed in my application I will no longer receive a periodic account statement sent by U.S. Mail.**