



Wamego • St. Marys • Clifton

Electronic Statement Disclosure  
Effective December 1, 2009

**ELECTRONIC DISCLOSURE AGREEMENT**

Accessing your Kaw Valley State Bank E-statements confirms your agreement to be bound by all disclosures and agreements, and acknowledges your receipt and understanding of this agreement. By entering into this agreement, you understand that Kaw Valley State Bank will no longer be providing you with a monthly paper statement. There will be a statement reminder on the website as notification that your statement is available. This disclosure contains important information about our Electronic Statement product, also referred to as E-Statements. You should keep a copy of this disclosure for your records.

As used in the Agreement, the words “we”, “our”, “us”, “Bank” refer to the Kaw Valley State Bank. “You” and “your” refer to the account owner(s). “Account” or “accounts” means your deposit account(s) at the Bank.

**• Enrolling for E-Statements**

You are required to have Online Banking in order to access E-Statements. You may enroll for E-Statements by downloading the application from our website, or you can “opt-in” at any time by contacting a new account representative in the Bank.

**• E-Statement Delivery**

Our Online Banking members already experience the convenience of viewing periodic account statements online. Additional convenience and security can be achieved by enrolling in our E-Statement product. When you enroll for E-Statements, you can eliminate the delivery of paper statements. Our E-Statement product is easy to use; simply login to the Online Banking Service, access the account you wish to view and navigate to your statements via the “Statements” link. If you enroll in E-Statements, effective immediately, your periodic account statements will **only** be accessible through our Online Banking Service.

**• E-mail Notification**

If you enroll for E-Statements, you will receive an e-mail to your Internet Banking inbox through Secure Messaging confirming your account(s) has been changed within 2 – 5 business days.

**• Statement Availability**

E-statements and check images are securely available online for 12 months. Both E-Statements and check images may be downloaded or printed for permanent retention. You may download or print E-Statements or check copies from your computer if you have the hardware and software described below. You can also save copies to your hard drive or other media for viewing and printing at a later time. If you need a paper copy of your statement outside of the normal statement cycle, a fee will be charged, as described in our most recent Fee Schedule.

**• Hardware and Software Requirements**

You don’t need any special hardware or software to access E-Statements. If you can access the Online Banking Service, you should be able to access your E-Statements. However, prior to enrolling for E-Statements, you should verify that you have the following required hardware and software

Internet Access

A computer and Internet browser that can support 128-bit encryption

Adobe® Acrobat Reader® (The most recent version may be downloaded free of charge from <http://www.adobe.com>)

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

An external e-mail address

We may revise hardware and software requirements, and if there is a material chance that the changes may impact your ability to access E-Statements, we will notify you of these changes in advance and provide you an opportunity to change your method of receiving disclosures without the imposition of any fees.

#### • **Canceling E-statements**

You may “opt-out” of E-Statements at any time by contacting a new account representative in the Bank or by submitting the Opt Out of E-Statements Form online. If you opt-out of E-Statements, we will resume delivery of your paper statements by U. S. Mail. You must notify us not less than fifteen (15) days before the date the statements are processed for you to receive a paper statement for that period. There may be a fee associated with the reinstatement of paper statements based on account type (see our most recent Fee Schedule).

#### • **Joint Accounts**

If your Kaw Valley State Bank account is owned jointly with another person, either one of you may consent to receive electronic disclosures and E-Statements and that person’s election to access E-Statements shall apply to both of you. Kaw Valley State Bank will automatically turn off the paper statement for that account after the first E-Statement has been made available.

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

In order to provide E-Statements, we must maintain current member contact information at all times. You agree to notify us immediately of any change in your mailing address, e-mail address or other particulars relevant to this Agreement by contacting a new account representative in the Bank.

#### • **Service Availability**

The service providing E-Statements is generally available 24 hours a day, 7 days a week, however this service may be unavailable from time to time for routine software and hardware maintenance, or due to unscheduled down time.

#### • **Error Resolution**

You understand the importance of your role in preventing misuse of your account. You agree to promptly examine your statement and notify us immediately of any errors on your account. You must notify us in writing within the applicable time period specified by law of any error, unauthorized transaction, or any other irregularity. You may contact us at (785) 456-2021.

#### • **Confidentiality**

Your Online ID and Password are your keys to E-Statements. It takes both identification keys to gain access. No one representing the Bank will ask for your Password. You should never give your Password to anyone who asks for it in an email or by phone or anyone else who you do not want to have access to your account. You agree that the Bank has no control over the persons who have access to your personal computer and your password once it is in your possession. The Bank will not be liable for any authorized access to your personal computer using your password, your computer or information obtained directly or indirectly from you. You agree to protect the confidentiality of your account, account number, and online banking credentials. Accessing the E-Statement will not allow the Bank to capture ANY personal information from the user’s computer other than a record of the HTML address as verification that the statement was accessed and the time and date of each access.

#### • **Change in Terms**

It may be necessary from time to time, to change the terms or conditions regarding your statement access. In the event such a change is necessary, we will display a message via the Bank website. This Agreement shall remain in full force and effect until it is terminated by either party upon (30) days’ prior written notice to the other party. You may visit any of our branch locations and speak to one of our Customer Service Representatives for assistance. We also have the right to terminate the Agreement immediately, with or without cause, or if you fail to comply with the terms of the Agreement or any other agreement which you may have with us or any applicable rule or regulation which may govern your account(s), including the deposit agreement.

#### • **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 E-Statements provided to you under the Agreement. We do not and can not 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 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 E-Statement 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. Kaw Valley State Bank makes no warranty that:

The service will be uninterrupted, timely, secure or error-free

The service will meet your requirements

The results that may be obtained from the use of the service will be accurate or reliable

The quality of any products, services, information or other material purchased or obtained by you through the service will meet your expectations

Any errors in the software will be corrected

Kaw Valley State Bank shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from:

- The use or the inability to use the service
- The cost of procurement of substitute goods and services resulting from any goods, data information or services purchased from the service
- Unauthorized access to your transmission
- Unauthorized alteration of your data
- Statements or conduct of the third party service provider
- Any other matter relating to the service

By entering the confirmation code listed below and selecting "I agree" on the Secure E-Statement Enrollment Form, I am certifying that I have read and agree to the Kaw Valley State Bank Electronic Statement Delivery Terms and Conditions and consent to stop mail delivery of my paper account statements.

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**Confirmation Code: 3579**