



## eStatement User Agreement

Welcome to the Winchester Savings Bank eStatement Delivery Service. Our goal is to provide you with a free, convenient and environmentally friendly electronic version of your deposit and loan account statements, and other documents, disclosures and communications.

Certain laws require that we provide specific information to you in writing and you have a right to receive this information on paper. Therefore, we need your consent to begin sending account statements and other documents, disclosures and communications to you electronically. Please review this eStatement User Agreement (the "Agreement") in its entirety before you provide your consent. **If you elect to receive your statements and other documents through electronic delivery (collectively referred to herein as "eStatements") for an Account, we will not generally mail to you a paper copy of your account statements or other documents pertaining to your account, including images of cancelled checks, disclosures and other communications.** At times, we may still provide you with paper disclosures but we need to know that you are willing to receive disclosures and other information electronically that otherwise must be provided on paper and that you have the hardware and software needed for access to this information. If you do not sign up for the Service, we will continue to provide your statements and other documents and disclosures on paper by mail. The choice (eStatements or paper) that is reflected on our system on the day a statement is generated will be the only statement method used to deliver that month's statements.

### Agreement

This Agreement establishes the terms governing the electronic delivery of eStatements by means of the eStatement Delivery Service for any Accounts that you specify. By electing to use the eStatement Delivery Service, you agree to all of the terms and conditions of this Agreement and you agree that the terms and conditions of the Winchester Savings Bank Understanding Your Deposit Account Terms and Conditions, Electronic Funds Transfer Agreement and Disclosures as well as any other agreements with Winchester Savings Bank also shall apply to your eStatements and your Accounts. This Agreement does not apply to "written" notices or other communications that you are required by applicable law or contract to give to us.

We reserve the right to amend the eStatement Delivery Service and/or the conditions of participation from time to time, including enlargement or restriction of services available through the eStatement Delivery Service. Your use of the eStatement Delivery Service after any change will indicate your agreement to the amendments and affirm your consent to electronic delivery of eStatements. We will make available to you electronically a copy of any amendments when required by applicable law.

### Definitions

For the purposes of this eStatement User Agreement:

"Account" or "Accounts" refer to any deposit and loan account or accounts at the Bank that currently are or in the future become associated with the User ID that you used to sign onto Internet Banking.

"You", "your" and "user" refer to the individual presently signed onto the Winchester Savings Bank Internet Banking and Bill Pay Service ("Internet Banking") and any other individual authorized to transact business in the Account or Accounts to which this Agreement applies. For joint Accounts, your consent will also apply to any other person named on your Account, subject to applicable law and you agree that you have authority to provide consent on behalf of any other person named on your Account.

"We", "us", "our", and "the Bank" refer to Winchester Savings Bank.

"eStatement Delivery Service" or "the Service" refers to the Winchester Savings Bank eStatement Delivery Service.

### **Consent to Electronic Delivery of eStatements**

By giving your consent to electronic delivery of periodic statements for any of your deposit or loan accounts, you agree that the Bank may provide the statements and any other documents, including images of cancelled checks, disclosures and communications that relate to your Account by posting the information where you access your account using Internet Banking. Your deposit and loan account eStatements will contain the same information that we are required to provide to you in paper form, which includes account balances, account activity, interest earned on deposit accounts and interest due on loan accounts, error notification and resolution procedures, and disclosures that we are required or permitted to provide to you with your statements. We will not send electronically any notice of default, acceleration, repossession, foreclosure or eviction or the right to cure or reinstate or redeem under a credit agreement secured by your primary residence, or any other communications that we determine in our sole discretion you should receive in paper rather than electronic form.

### **Email Notification of eStatement Availability**

We will send an email message to the email address that we have on file. It is your responsibility to ensure that we have your current email address. If your email address ever changes, you must notify us of the change by telephone at (781) 729-2130 or in writing to:

Winchester Savings Bank  
Attention: Deposit Operations  
661 Main St  
Winchester, MA 01890

When you receive an email advising you that a new eStatement is available, you can access the eStatement by signing onto Internet Banking and selecting "eStatements." You are responsible for accessing, opening and reading your eStatements promptly and notifying the Bank immediately by telephone at (781) 729-2130 if any eStatements you receive are incomplete, unreadable or inaccessible or if you encounter any errors or problems receiving or accessing your eStatements.

### **Receiving your eStatements**

Your eStatements will become available shortly after the end of each statement cycle period. For checking and money market accounts, your eStatement may be available even before all of the images of your cancelled checks have been processed for the statement cycle period. However, the Service is updated multiple times each day and as soon as your check images are processed, they will be made available to you through the Service. If you cannot access your eStatements or equipment failure results in an email delivery error, please call us at (781) 729-2130.

You may access each eStatement that we make available to you for at least eighteen (18) months after it is first made available. If you wish to retain your statements for a longer period of time, you may print them or download them to your computer. You also may request from us a paper copy of your account statement or any check reflected on a statement, provided that we received your request within eighteen (18) months after the date the statement was first made available to you electronically and we will provide a legible copy and mail it to you within a reasonable period of time. Applicable service charges may be assessed in accordance with the Winchester Savings Bank Schedule of Service Charges.

You will not be able to access your eStatements if Internet Banking is unavailable. Internet Banking may not be available at certain times due to scheduled or unscheduled maintenance or as a result of system outages due to such unforeseen circumstances as computer failures, interruption in communication systems, and natural or other disasters. We will make all reasonable efforts to maximize the availability of Internet Banking so that you can access your eStatements, but we are not liable for any damages due to system unavailability.

### **Errors or Inquiries About Your eStatements**

If you think that the information reflected on an eStatement is wrong or you need more information about a transaction that appears on your statement, you should contact us as soon as possible to notify us of the error. To

find out how to contact us and to learn about your rights and potential liability if you do not promptly notify us of errors, you may access the Understanding Your Deposit Account Disclosure by clicking on Forms and Disclosures on the Resource Center tab on [www.winchestersavings.com](http://www.winchestersavings.com) website.

### **Your Right to Terminate**

Subject to applicable law, you may withdraw your consent to receive eStatements by notifying us by telephone at (781) 729-2130 or in writing at the address at the end of this Agreement. If you withdraw your consent, you will no longer receive your Statements electronically. Your withdrawal of consent is effective only after you have communicated your withdrawal to us and we have had a reasonable period of time to act upon your withdrawal. You will not be charged a fee for withdrawal of your consent.

### **Our Right to Terminate**

You agree that we provide the eStatement Delivery Service at our sole discretion and for your convenience and we can rescind your use of this Service at any time and for any reason. However, if we do, we will instead mail to you paper copies of your account statements, documents, disclosures or other communications. The Bank reserves the right to modify this Agreement at any time. We agree to give you notice, if required, before the effective date of any such change, unless an immediate change is necessary to maintain the security of the Service. We will notify you of any amendments to this agreement by providing notice to you by e-mail or by US Postal Service. If advance notice of the change is not required and disclosure does not jeopardize the security of the Service, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of Internet Banking indicates your acceptance of the change in terms.

### **System Requirements**

You must have a computer and modem or other device capable of accessing the Internet, an Internet service provider, a web browser that supports 128-bit SSL encryption, and Adobe Acrobat Reader or similar software. You will need a printer connected to your computer in order to print eStatements and other communications. If you are able to view this Agreement, you have the hardware and software needed for eStatement access.

### **Liability**

The Bank does not guarantee the delivery of any email communication or assume liability for losses or damages arising from non-delivery, delay or misdelivery. Factors affecting delivery of email communications are solely between you and third parties that you select, such as an Internet service provider and/or telephone service provider. We make no representations or warranties whatsoever with regard to third party service providers' products or services. Likewise, the Bank makes no warranty of any kind, express or implied, that our eStatement Delivery Service will be uninterrupted or error free. We do not and cannot warrant that the Service will operate without error, or that eStatements will be available at all times. You agree that neither we nor our suppliers or our directors, officers or employees will be held liable for any technical, hardware or software failure of any kind, any interruption in the availability of our service, any delay in operation or transmission, any incomplete or garbled transmission, computer virus, loss of data or other similar loss. You agree that your sole remedy in the event of a failure of the Bank to adhere to the terms of this Agreement is to discontinue use of the Service.

### **How to Accept the Terms of this Agreement**

If you wish to enroll in the eStatement Delivery Service, input the code that displays into the verification box once you have opened the pdf version of this disclosure.

Contact us at: 661 Main Street, Winchester MA 01890 or by telephone at (781) 729-2130

Last Revised: 08/01/2016  
DS: ABW