

eSign Terms and Conditions

Revised: March 2020

You are exercising your option to receive your eligible account statements and disclosures electronically. Receiving eStatements and electronic disclosures instead of paper statements is provided as a convenience and is not a requirement.

EStatements:

Once you have read the terms and conditions:

- Click on the Example Statement link below
- Validate that you can see the example of the electronic statement by entering the Confirmation Code located at the top of the example statement in the box into the Statement Access Confirmation Code box
- Click on I Agree to complete your enrollment for eStatements

On the next screen:

- Validate your email address
- Select which accounts you would like to receive eStatements for
- Click Next and then Enroll

You will be notified via email when your monthly eStatement has been delivered to Central**NET** / Central**MOBILE**

Electronic Disclosures:

You will be provided with links to the relevant terms and conditions as well as applicable disclosures for the products and services you have selected. Click on the "I agree" button to consent.

- 1. ESTATEMENT TERMS AND CONDITIONS:** This Agreement made between you and the Bank is an addendum to the Central**NET** Consumer & Small Business Terms and Conditions and Central**MOBILE** Terms and Conditions previously agreed upon.

Definitions:

- "Agreement" means these terms and conditions for the eStatement service
- "Bank", "we", "our", and "us" mean Central Bank & Trust Co.
- "You" and "your" mean the account owner(s) authorized to receive eStatements under this Agreement
- "Account" or "accounts" mean your eligible accounts held at the Bank
- "Business day" means Monday through Friday, excluding Federal holidays or other days that the Bank is legally closed.

2. STOP PAPER STATEMENT DELIVERY FOR YOUR ACCOUNT: 1) By viewing the example eStatement and entering the Confirmation Code you are confirming that you can view an account statement via the eStatement service through your Central**NET** online banking or Central**MOBILE**. By enrolling in eStatements you are affirmatively consenting to receive your periodic account statements, as well as all disclosures, electronically and that you agree to receive email notifications of statement availability (see section 7 regarding your responsibility to maintain your email address). If one or all of your Central Bank accounts is owned jointly with another person(s) or your business account has multiple signers, any one of you may consent to receive electronic disclosures and eStatements and that person's election to access eStatements shall apply to all of you. 2) You are agreeing to discontinue our delivery of a paper statement for your eligible accounts as indicated by you through the eStatement enrollment process. 3)

Consistent with the Federal Electronic Signatures in Global and National Commerce Act, you are confirming receipt of the eStatement pre-consent disclosures and that you have accessed/viewed account eStatement(s) that has/have been delivered to you and you give your consent to receive your

account statement(s), accompanying Regulation DD – Truth in Savings Act account disclosures, and Regulation E - Electronic Fund Transfer initial disclosures electronically.

3. ESTATEMENTS TECHNICAL REQUIREMENTS: To access and retain your eStatements you will need the following: 1) Internet access or app capable mobile device; 2) Central**NET** Online Banking or Central**MOBILE** through Central Bank; 3) Most current version available of a Secure Web Browser, such as Microsoft Internet Explorer, Mozilla Firefox or Safari, being the minimum required with 128-bit encryption or up to date phone version; 4) Most stable version of Adobe Acrobat Reader; 5) Access to a printer or the ability to download information in order to keep copies of your eStatements for your records. At any time if the technical requirements for accessing eStatements change beyond your control you may request to reinstate the delivery of your paper statements without a fee.

4. ACCESSING ESTATEMENTS: Your eStatement will usually be available to you on Central**NET** / Central**MOBILE** each month the next business day after your current cycle date, which is the same time your paper statement cycle was available. Your normal statement cut-off date is the same for eStatements. eStatements will be available for viewing by you up to 24 months after the date it is posted on Central**NET** Online Banking / Central**MOBILE** as long as your account and online banking remain active during that time. You may find it advisable to print or save eStatements for permanent retention. For a fee, historical paper copies of Statements are available upon request; see the Special Handling Fee disclosure for research fees. You may request a paper statement by contacting us as provided below in disclosure #8.

5. DISCONTINUE ELECTRONIC DELIVERY OF ESTATEMENTS: At any time you may revoke your consent to electronic delivery and instead receive paper statements. To revoke your consent on all of your eStatements notify us by telephone, visit your local banking center or in writing. You can revoke eStatements on some, but not every account, through Central**NET** / Central**MOBILE** by going to eStatements, Account Access and User Settings. Our contact information is provided below in Section 8. If you discontinue using Central**NET** / Central**MOBILE** or your Central**NET** / Central**MOBILE** access is deactivated, your account statement(s) will be mailed to you and normal account fees may apply.

6. NOTIFICATION OF ERRORS, IRREGULARITIES, OR UNAUTHORIZED ACCESS: You must promptly review your eStatements and any accompanying items. It is your responsibility to notify us immediately at 859-253-6359, 800-637-6884 or to visit your local banking center if you suspect an error, alteration, or other irregularity 1) with your eStatements; or 2) with your account, including if unauthorized access occurs. Telephoning us immediately is the best way to keep your losses down, although you may also need to notify us in writing to preserve your rights. Notification of suspected errors, alterations, or other irregularities within your eStatement must be given within sixty (60) days after your eStatement is made available the first statement on which the problem or error occurred. This time period begins on the next business day after the eStatement date.

7. YOUR RESPONSIBILITY TO UPDATE YOUR PHYSICAL AND ELECTRONIC CONTACT INFORMATION: We may send notices and via Central**NET** secure email or your external email address directing you to the Central Bank website for any new regulatory and compliance information affecting your eStatement account(s). We reserve the right to contact you via your external email address or your physical address using the last known address provided by you with any notification. You agree to promptly notify the Bank if there is a change in your e-mail or physical address or any other information needed to contact you. Refer to our contact information below.

8. BANK CONTACT INFORMATION: If you need to contact the Bank in any of the circumstances described above, or for any other reason, you may contact us using any of the following options: 1) By sending us a secure email message through Central**NET** Online Banking, 2) By sending us an external email message to centralnet@centralbank.com or info@centralbank.com (do not include your account number or non-public personal information in the email as this email is not secure) or 3) By telephone at (800) 637-6884 M-F 8amET – 6pmET & Sat 9amET – 1pmET, or 4) In writing by U.S. Mail to: Central Bank, Attn: Central**NET** Client Services. P.O. 1360, Lexington, KY 40588-1360.

9. FEES FOR ESTATEMENTS: The Bank does not currently charge fees for electronic delivery of eStatements. We reserve the right to impose or change fees for electronic delivery and charge your deposit account for these fees at any time after providing such notice to you as may be required by law or regulation. We reserve the right to impose a fee to reinstate mail delivery of paper statements, if you have chosen to discontinue mail delivery of statements previously.

10. ESTATEMENT TERMS AND CONDITIONS AMENDMENT AND TERMINATION BY CENTRAL BANK: We may amend or change the eSign Terms and Conditions at any time and will provide to you any notice or request for authorization required by law or regulation. If no notice or request for authorization is required by law or regulation, your continued acceptance of eStatements after the effective date of such change will constitute your acceptance of and agreement with such amendment(s). We may terminate this Agreement, and immediately either refuse to provide, or revoke access to, eStatements at any time with or without cause or prior notice. If we terminate your access to our online banking service you will no longer receive eStatements and we will reinstate the delivery of your paper statement on all accounts. Accounts that have joint owners may remain as online statements if any joint owner has an active access to the statement through Central**NET** Online Banking or Central**MOBILE**. Neither termination nor discontinuation of your access to our online banking service shall affect your liability or obligation under this Agreement.

11. LIMITATION OF LIABILITY: We will use our best efforts to deliver your eStatements in a timely manner and in accordance with any applicable time required by law. However, we shall incur no liability if we are unable to deliver you eStatements because of circumstances including (but not limited to) the following: 1) Our online or mobile banking system is not functioning properly, and you know or have been advised by us of the malfunction, or 2) Your equipment or Internet access is not working properly, or 3) Internet service is interrupted (e.g. due to traffic or other disruptions), or 4) Circumstances beyond our control (including, but not limited to, fire, flood, interruption in telephone service or other communication lines, interference from an outside force, legal restriction or delays in mail service) which prevent proper delivery, and we have taken reasonable precautions within our control to avoid such circumstances. To the extent permitted by law or regulation, we hereby disclaim all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, and in no event shall we be liable for any special indirect, incidental, or consequential damages whatsoever resulting from the loss or use of data, whether or not advised of the possibility of such loss or damage.

12. ESTATEMENT AGREEMENT: You agree not to alter or use the eStatements for any unauthorized, fraudulent, or other illegal purpose. By accessing eStatements and eDisclosures, you agree to be bound by any and all laws, rules, regulations and official issuances applicable to eStatements and eDisclosures 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 eStatements. This Agreement is subject to all applicable laws and regulations, recognized banking customs, the Bank's fee schedule in effect at the time an online banking service is used, and other requirements as set forth in "The Deposit Account Agreement" and Disclosure Statement, as amended from time to time. In addition, this Agreement shall be deemed null and void upon the closing of an account and all online banking services established for and available to such accounts shall be immediately terminated.