



Capital Bank E-Statement Agreement and Disclosure

The E-Statement Agreement and Disclosure (“the Agreement”) contains important information regarding the electronic delivery of your account statements. In order to utilize Capital Bank’s E-statement Service, you must agree to the terms described in the Agreement. **You should read this Agreement carefully and keep it with other account records for future reference.**

The E-Statement service is provided by Capital Bank (“the Bank”, “we”, “our” and “us”). The Agreement describes the terms and conditions for the use of the E-Statement Service (“the Service”). The use of the Service is subject to all applicable federal, state and local laws and regulations. Unauthorized use of the Service is strictly forbidden.

1. Description of E-Statements

Receiving your checking, savings and money market deposit accounts statements has never been easier. With E-Statements, we will replace your mailed paper statement with an e-mailed statement in an Adobe portable document format (“pdf”). When you receive the e-mail, simply open the e-mail, click on the statement attachment icon, and enter your password. You can view your statement, save it to your computer or print it at your convenience. You will continue to receive image copies of your checks with your E-Statement. Any legal disclosures that normally accompany your mailed statement will be delivered to you electronically. We reserve the right to modify, add to, or delete any feature of the Service at our sole discretion. When you choose to receive your account statement electronically via the Service, you will no longer receive a paper statement in the mail.

2. How to Request the E-Statement Service

Simply complete and sign the E-Statement Authorization Form consenting to the terms of this E-Statement Agreement and Disclosure.

For accounts with multiple account owners, only one account owner need enroll an account in the Service. In accordance with the terms of the Bank’s deposit account agreement all account owners will be bound by the decision of the account holder who enrolls in or cancels the Service. When you enroll to receive E-Statements for your account, we will no longer mail you paper statements and check images.

3. Receiving E-Statements

Your E-Statement will be sent by the Bank directly to one (or up to two) of the e-mail addresses that you provide to the bank. You will need Adobe Acrobat Reader v. 4.0 to view, print, and/or save your E-Statement and any legal disclosures. You may use this link to www.adobe.com at no charge to you if you need to download the Adobe software. You may need to periodically update your Adobe Acrobat Reader as technology changes. We will provide instructions to you as needed to assist you in updating the Adobe software.

If you need paper copies of previous statements, please contact any Bank office to assist you in completing a research request. Normal research charges and statement

copy fees as disclosed in the Bank's fee schedule and your account disclosure will apply.

4. How to Cancel Your E-Statement Service

You may cancel the Service and resume receiving paper statements at any time by contacting any office of the Bank and completing the E-Statement Authorization Form or by calling us during normal business hours at 706-866-1146. You will not be charged a fee for canceling the Service.

When you discontinue E-Statements, you will automatically begin receiving paper statements in the mail with your next statement cycle, and will be subject to any applicable charges associated with your paper statements.

5. Bank Termination of E-Statement Service

The Agreement will be effective beginning the date you enroll in E-Statements and while you are using the service. Either we or you may terminate this Agreement and your use of the Service at any time without prior notice. The provisions of the Agreement shall survive the termination of the E-Statement service, whether terminated by you or by the Bank.

In order to protect the privacy of your E-Statements, we have certain safeguards in place to track the delivery of E-Statements. If we have reason to believe that you may not be receiving the E-Statements we are sending to your e-mail address, we may cancel your E-Statements until such time as we are able to confirm your ability to receive your E-Statements. We will resume sending you paper statements in the mail to the mailing address currently on file with the Bank.

6. Security and Equipment

Information you provide in connection with the E-Statement service will be stored on the Bank's secure servers and protected by certain encryption techniques. However, the security of the E-Statement service depends largely upon your efforts to protect your personal computer, your password and your e-mail address. You also have the responsibility to provide any equipment, software and services necessary to use the E-Statement service.

7. Proprietary and Intellectual Property Rights

Other than information related to your account(s), all content of the E-Statement service (including its arrangement) is the property of the Bank or third parties and is protected by copyrights, trademarks, or other intellectual and proprietary rights. Your use of the E-Statement service does not grant you a license or right to use any trademark of the Bank without the express written approval of the third party possessing rights to such trademark.

8. Receipt of the Agreement

The Agreement, and all other amendments, updates, and required disclosures pertaining to the Service will be available online at the www.capitalbank-ga.com website, may be e-mailed to you at your e-mail address of record, or may be mailed to you at the mailing address on file with the Bank. You will receive notice at your e-mail address of record, or any updated e-mail address you provide to the Bank, when important amendments, updates, or required disclosures are posted on the www.capitalbank-ga.com website from time to time. You will continue to receive E-Statements for the account(s) you select unless the Service for such account(s) is cancelled by you or by the Bank.

9. Change in The Agreement

The Bank reserves the right to amend the Agreement at any time. Any amendments to the Agreement will be effective when they are posted on www.capitalbank-ga.com, when they are e-mailed to you or when they are sent to you in paper form to the mailing address on file with the Bank. You are responsible for checking www.capitalbank-ga.com periodically for any such amendments. Although we will attempt to notify by e-mail when material changes are made, you are responsible for sending us your updated e-mail address from time to time as necessary.

10. Limitation of Liability

Neither the Bank nor any third parties represent or warrant that you will have continuous or uninterrupted access to the E-Statement service, or that any of the functions of the E-Statement service will be error free. E-Statement is provided to you “as is” and “as available”, and the Bank and its service providers make no representation or warranty relating to the Service, including, without limitation, its performance, availability, content, or functions. Your sole remedy for any failure or non-performance of the Service shall be for us to use commercially reasonable efforts to perform an adjustment or repair of the Service.

The foregoing and our other obligations set forth herein shall constitute our entire liability and your exclusive remedy. In no event shall we (or any of our directors, officers, agents, employees or affiliates) be liable for any direct, indirect, special, incidental, consequential, punitive or exemplary damages or losses, whether arising in contract or in tort, resulting from or caused by the use or attempted use of the E-Statement service or its content, including, but not limited to, your use of or inability to use, the system, any errors, omissions, or defects in any content, any interruptions or delays in transmission to the service, or computer viruses received by you as a result of your use of the service (even if advised of the possibility thereof or if the possibility thereof were reasonably foreseeable) arising in any way out of the E-Statement service.

11. Acknowledgement and Indemnification

You acknowledge that under the Bank’s deposit account agreement you have certain time limits to review your E-Statement(s) and accompanying check images and to report any forgeries, alterations, or any other unauthorized withdrawals or transactions to the Bank. You agree that the time limit to report these matters to the Bank will commence on the day your E-Statement is sent to you by the bank.

You agree to indemnify, defend and hold harmless the Bank from any third party claims, liability, damages and costs (including reasonable attorney’s fees) arising from, related to, or in connection with your breach of the Agreement, any fraud committed by you, your violation of any law or rights of a third party, your use of the E-Statement service, or use of your account by any third party. The Bank reserves the right, at its own expense, to assume the exclusive defense of any matter subject to indemnification by you, and you agree to cooperate with the Bank in such defense. You agree that you will not settle any action or claims on the Bank’s behalf without the prior written consent of the Bank.

12. Computer Requirements

In order to ensure that you have the best user experience and secure transactions, you must have a personal computer with Internet access and a web browser. You will need Adobe Acrobat Reader v. 4.0 or higher.

Consent

By completing and signing the E-Statement Authorization Form you agree and consent:

- To be bound by the Agreement;
- That your computer meets the stated requirements specified above;

- That you have an account with an internet service provider, and that you are able to send e-mail and receive e-mail;
- That you have read the Agreement and other information about the use of electronic records, disclosures, notices and e-mail;
- That you expressly consent to the use of electronic records for the electronic delivery of the Agreement, and any amendments, updates, and additional required disclosures thereto in connection with your account(s) or the use of the E-Statement service with the Bank;
- To the use of electronic records and electronic signatures in connection with your use of the E-Statement service with the Bank in place of written documents and handwritten signatures;
- To maintain the security of your password; and
- That you are authorizing the Bank to replace your periodic paper statements with periodic E-Statements accessible through e-mail directed to e-mail address(es) that you provide; and
- That you are consenting on behalf of all other co-owners and/or authorized signers to enroll the account(s) you have identified on the E-Statement Authorization Form and that you are authorized to consent on their behalf.
- That the individual making this request for the E-Statements is authorized on behalf of the Organization to enroll the accounts you have selected in the service, as applicable and that such individual is authorized to consent on behalf of the Organization.



Capital Bank
E-Statement Authorization Form

Name _____

E-Mail Address _____

Address _____

Daytime Phone _____

Account Number(s) _____

Password Requested _____

I have read and agree to the terms of the E-Statement Agreement and Disclosure.

Applicant's Signature

Date

For Internal Use:

Identification Type: _____

Issued By: _____

Number: _____

Issue Date: _____

Expiration Date: _____

Employee: _____

Date: _____