

## **eSTATEMENT SERVICE ADDENDUM AND DISCLOSURE**

PLEASE READ CAREFULLY AND KEEP A COPY FOR YOUR RECORDS

This is an Addendum ("Addendum") to the Retail Internet Banking Agreement and the **Commercial Internet Banking and Master Cash Management Services Agreement**.

### **Authorization for eStatement Service**

If you are a retail customer, you understand that by enrolling and using Retail Internet Banking ("Internet Banking"), you have agreed to be bound by the terms and conditions of this Addendum to the Retail Internet Banking Agreement which incorporates the terms and conditions of the Retail Account Agreement, Funds Availability, & Electronic Funds Transfer (EFT) Disclosure.

If you are a commercial customer, you understand that by enrolling and using FirstConnect<sup>®</sup> Business Internet Banking ("Internet Banking"), you have agreed to be bound by the terms and conditions of this Addendum to the Commercial Internet Banking and Master Cash Management Services Agreement which incorporates the terms and conditions of the Commercial Account Agreement.

You agree that your "clicking" on any "buttons" stating "I agree", "Accept", or "buttons" with similar intent, shall have the same legal effect as if you had placed your signature by hand on hard copy versions of such electronic pages. By clicking on such buttons and accepting this Addendum, you are indicating that you have read, understand and agree to be bound by this Addendum and that you, and any authorized signers or users, authorize us, at our discretion, to provide account statements, including Account Analysis information, disclosures and notices electronically until this Addendum is terminated or discontinued in accordance with this Addendum. You also confirm that, in accordance with the "System Requirements" outlined on Internet Banking, you have equipment and software that provides you with the ability to receive and retain electronic statements, disclosures and notices.

### **Rebranding of Firsttrust Internet Banking Websites**

Firsttrust may rename its retail and/or commercial website, the internet banking services provided to you or any agreement related thereto at any time in its discretion. The terms and conditions of this Addendum shall remain in effect even if any such changes are made. Except as modified herein, all other terms of the Retail Internet Banking Agreement and the Commercial Internet Banking and Master Cash Management Services Agreement as they are amended from time to time shall remain in effect.

You are encouraged to download or print for your future reference copies of all relevant electronic pages from the Firsttrust Web Site.

### **eStatement Service.**

This Service provides you with the opportunity to electronically receive your account statements, as well as all required disclosures and notices through our secure eStatement Service ("eStatement Service" or "Service") instead of by regular mail.

### **Applicability.**

By accepting this Addendum, you authorize us, at our discretion, to electronically provide your eligible account statements, including Account Analysis information if applicable, ("eStatement"), check images and important disclosures and notices about those accounts, including those that we are required to provide to you under applicable federal and state laws where electronic delivery is permitted now or in the future. This may include, but may not be limited to the following:

- Your periodic statements for any types of accounts we make available to you with this eStatement Service.
- Your Account Analysis information for any analyzed business checking accounts.
- Disclosures and notices regarding changes to your eligible accounts.
- Confirmations in connection with your Firsttrust Bank Cash Investment Account Repurchase Agreement for Commercial Checking Customers.
- Amendments to agreements, disclosures and notices governing your eligible accounts.

If you currently receive more than one paper statement for your eligible accounts, all of your eligible accounts may be converted to a single combined statement at your request (if permitted by Firsttrust's Combined Statement Policy).

Check images are maintained and available on Internet Banking for your convenience. Accounts with eStatement Service cannot also receive statements by mail.

### **Statement and Disclosure Availability and Access.**

You will receive an email acknowledging your enrollment and to advise you of the date your statements will first become available in Internet Banking. Your request will be processed within five (5) business days of receipt. Delivery of paper statements will be discontinued within forty-five (45) days after you enroll in eStatement. We will apply our best efforts to make your eStatements available through Internet Banking no later than the fifth business day after your eStatement date.

For security reasons, we don't email your actual statements. We will send you a courtesy email to the email address we have on file for you notifying you that your eStatement is available.

After you have enrolled in the eStatement Service, required disclosures and notices pertaining to the accounts with this service may be delivered to you through the Important Information tab within eStatements. Any important information that cannot be delivered this way will continue to be sent using regular mail.

Each eStatement will be available for at least 12 months from the date it is posted. You may download or print eStatements, disclosures and notices for permanent retention. All eStatements and other important documents are also retained by us in accordance with applicable record retention requirements. Paper copies of statements are available upon request (a fee may apply to statement copies as disclosed in our Retail Banking Fee Schedule or Commercial Banking Fee Schedule, as applicable) by contacting us at the number or address listed in the "How to Contact Us" section of this Addendum.

We always reserve the right to communicate with you in writing using the U. S. Postal Service, even if you have enrolled in the eStatement Service.

### **Fees.**

**No fees are charged for electronic delivery of your eStatements, disclosures or notices.** We reserve the right to impose or change fees for electronic delivery of statements and charge any of your deposit accounts for these fees at any time allowed after we have sent you a notice, if any is required by law.

### **Discontinuing Electronic Delivery.**

You have the right to withdraw your election to receive eStatements and other important documents at any time for any or all of your accounts. If you want to discontinue this Service for any or all of your accounts and then receive statements and other important documents by mail, contact us at the number or address listed in the "How to Contact Us" section of this Addendum and include your full name and email address but no other personally or account identifiable information.

eStatement Service will be discontinued on the accounts you selected after we have had a reasonable time to act on your request. Disclosures and notices for any accounts will be delivered in the same manner as the corresponding statement.

If any emails sent to you in conjunction with this Service are returned to us for any reason, we will attempt to contact you and request a more current email (and regular mail, if appropriate) address. You will receive your statements and other important documents by regular mail during this interim period. If we are unsuccessful in obtaining a more accurate email address, we will discontinue this Service and provide all of the items by regular mail. You may then restart this service any time after you have provided us with a current email and regular address. If either of us discontinues your access to Internet Banking for any reason, your right to receive statements and other important documents electronically will also be terminated. Neither termination nor discontinuation shall affect your liability or obligation under this Addendum.

If any emails sent to you in conjunction with this Service are returned to us and you are required to receive your statement electronically based on the account you have selected, you may be assessed a fee in accordance with the then current Retail Banking Fee Schedule or Commercial Banking Fee Schedule, as applicable, or your account may be changed to an account with statements mailed to you via the U. S. Postal Service.

### **Liability.**

We will use our best efforts to deliver your eStatements and other important documents 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 them to you because of the existence of any one or more of the following circumstances:

1. Internet Banking was not working properly and you know or have been advised by us of the malfunction, or
2. Your equipment was not working properly , or
3. Internet service was interrupted due to traffic or any other disruptions, or
4. Circumstances beyond our control (such as, but not limited to, fire, flood, interruption in telephone service or other communication lines, interference from an outside force, terrorism or legal restriction ) prevent proper delivery and we have taken reasonable precautions to avoid those circumstances.

You agree not to alter or use the eStatements, disclosures or notices for any unauthorized, fraudulent or other illegal purpose.

### **Responsibility to Notify Us.**

You must promptly review your eStatements, disclosures, notices and any accompanying items. Notify us **immediately** in writing, call us (see "How to Contact Us"), or email us using our secure email feature in Internet Banking of any suspected error, alteration, other irregularity or unauthorized access to your eStatements, disclosures or notices. We will consider the statement correct if we do not hear from you within the time provided in the Retail Account Agreement, Funds Availability and Electronic Funds Transfer (EFT) Disclosure or Commercial Account Agreement, as applicable.. Also notify us immediately if you do not receive or are unable to view or print your eStatement or any other items.

You agree to inform us promptly of any changes to information needed for us to contact you. See "How to Contact Us" for the options.

### **How to Contact Us.**

You can communicate with us in any of the following ways:

**Email:** [FirstSite@firsttrust.com](mailto:FirstSite@firsttrust.com) (Please note that normal email transmissions may not be secure and that personally identifiable information such as your account numbers or banking transactions should not be transmitted in this way.)

**Phone:** 800-220-BANK (2265)

**Mail:** Firsttrust Bank  
Customer Care Center  
1931 Cottman Avenue  
Philadelphia, PA 19111-3897

This eStatement Service Addendum replaces any previous eStatement Service Addendum and Disclosure.

**Effective: September 2, 2011**