

Cape Ann Savings Bank Electronic Statement Consent and Disclosure Agreement

By accepting the "Cape Ann Savings Bank Electronic Statement Consent and Disclosure Agreement", you consent that Cape Ann Savings Bank may provide your periodic Bank Statement including any other disclosures and notices to you in electronic form, instead of providing such notices and disclosures in written form. If your account is jointly owned, either owner may consent to receive electronic disclosures and access to eStatements. That person's election to receive electronic disclosures and access to eStatements shall then apply to all account owners.

Your consent shall relate to all forms of disclosures and notices required under applicable law as a result of the various agreements between you and the Bank and shall remain valid until such time as you exercise your right to revoke this consent. You elect and authorize us, at our discretion, to electronically deliver your account statement(s) and notices that we are required to provide you under applicable Federal and State statutes and their implementing regulations, as amended from time to time.

Definitions

As used in the Agreement, the words "we", "our", "us", or "The Bank" mean Cape Ann Savings Bank. The words "you" and "your" refer to the account holder authorized by Cape Ann Savings Bank to receive electronic delivery of periodic account statements ("eStatements") under this Agreement. The words "Account" or "Accounts" mean your accounts at Cape Ann Savings Bank.

Agreement

This Agreement is a contract that establishes the terms covering the electronic delivery of your periodic account statements ("eStatements") for your accounts at Cape Ann Savings Bank. If you sign up to receive eStatements, the terms and conditions of the deposit agreement and disclosures for each of your Cape Ann Savings Bank accounts, as well as your other agreements with Cape Ann Savings Bank such as loans, continue to apply.

Consent to Electronic Delivery of Account Statements (eStatements)

When you sign up for eStatements, you agree to receive your periodic account statements online through our eStatements service. Your electronic statements will contain the same content as the paper version you have been receiving, which includes: account balances, transaction activity, electronic funds transfer information, year-to-date interest, and error notification procedures.

eStatement Service is available for most checking, statement savings and money market accounts. Cape Ann Savings Bank reserves the right to determine from time to time which accounts may be eligible for eStatements. You may elect to receive your periodic statement online for all or selected eligible account(s). Each account must be activated for the service on an individual basis, and will be available at the same frequency as your statement was previously mailed. eStatements will be viewable electronically in Portable Document Format ("PDF") that you can view online, download or print at your convenience.

You agree to notify us immediately, in person, via telephone or via U.S. Mail, of any change in your email address. For your protection and for security purposes, we will not accept any change of email address notices via email. We will send all notices, attachments and/or documents via email to the last known email address provided by you. If you have not notified us in writing of any change of your email address, you agree that your failure to provide us with a good email address is the lack of ordinary care on your part. If we become aware that you are not receiving email, we will send all notices, attachments and/or documents to you via U.S. Mail to your last address known to us.

Periodic Statements

By enrolling to receive eStatements, you will not receive a separate printed and mailed statement. You will receive an e-mail shortly after the end of each statement period notifying you that your statement is ready for viewing. You may link to our eStatements site by clicking on the link in the e-mail. This link will take you the Logon page for eStatements. You will need to enter your user ID and password to view your eStatement. If you are a Cape Ann Savings Bank Internet Banking user then you can just log into Internet Banking as normal and view your statement there.

Statements will become available on the eStatements site incrementally each month after you enroll for the service. Statements will be available for eighteen (18) months. You may also wish to print the statements or download them for permanent retention.

If you need to obtain a printed copy of a statement that has not been mailed to you because you have enrolled to receive eStatements instead, please call the Bank at 978-283-0246 or 888-283-2272. Our current copy fee will apply.

Discontinuing eStatement Service

You can discontinue the eStatements Service at no charge and at any time. If you wish to discontinue this service you may notify the Bank in person, via telephone at 978-283-0246 or 888-283-2272, or in writing to Cape Ann Savings Bank, P.O. Box 330, Gloucester, MA 01930. Please allow us thirty (30) calendar days from the date of delivery to implement your request. Cancelling this service will result in paper account statements and disclosures being mailed to the address we have on file for you.

Statements that were previously presented online will not be mailed to you. If you close your account or cancel the Service, you will no longer be able to view your account statements online. It is recommended that you print or download your statements prior to canceling the Service or closing your account. Copies of past statements can be obtained by calling the Bank at 978-283-0246 or 888-283-2272, our normal copy fees will apply.

Security

You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your eStatements for each of your Cape Ann Savings Bank accounts as soon as you receive/access it. You agree to protect the confidentiality of your account and account number, and your user ID and password. You understand that your user ID and password by itself or together with information related to your account, may allow unauthorized access to your account. Data transferred via eStatements is not encrypted. You acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that emails transmitted to and from us, will not be monitored or read by others.

For security reasons, we will require the use of an individualized User ID and password to gain access to your eStatements. If you incorrectly enter your password five (5) times, you will be prevented from access to eStatements. If you are prevented access due to an incorrect password, click on the forgotten password link or contact us at 978-283-0246 or 888-283-2272.

Your User ID and password are confidential information that should be known only by you. The password must be changed at least every 90 days with the direct URL link. Access to your eStatements through Internet Banking will not require a separate User ID and password. The Bank will not, for any reason, ask for your User ID or password. If anyone contacts you and requests this information, contact us immediately. You are responsible for keeping your User ID and password confidential.

Liability

The Cape Ann Savings Bank does not guarantee the delivery of any email notification, nor liability for losses or damages arising from non-delivery, delayed or misdelivery. Factors affecting these email notifications are solely between you and third parties that you designate, such as an Internet service provider and/or telephone service provider. Cape Ann Savings Bank makes no warranty of any kind, express or implied, that our eStatements delivery 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 trustees, officers or employees 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. To the extent we may have breached any term of this consent and agreement, you agree that your sole remedy is to discontinue use of this service.

Hardware and Software Requirements

To access, download, and print eStatements, you need to have a personal computer with Internet and email access. The following is required for any computer on which eStatements is accessed:

- Internet Explorer 7 or higher or Firefox 3.0 or higher, Chrome, or Safari 4.0;
- Cookies and JavaScript must be enabled;
- Pop-up Blocker must be turned off or enabled for the site. Access Pop-up Blocker as follows:
 - Firefox users – click Tools, Options, Content to work with pop-up exceptions
 - Internet Explorer – click Tools, Pop-up Blocker.

You must also have Adobe Acrobat Reader 5.0 or higher. To download a free copy of Adobe Acrobat Reader, please go to <http://www.adobe.com>.

You are responsible for the installation, maintenance, and operation of your computer and software, and Cape Ann Savings Bank is not responsible for any computer virus or related problems that may be associated with the use of the Service.

Governing Law

The laws of the State of Massachusetts and applicable Federal laws and regulations shall govern this Agreement.

Contact Information

If you have question regarding our eStatement service, please email estatements@casbank.com , call 978-283-0246 or 888-283-2272, or write to Customer Service, Cape Ann Savings Bank, P.O. Box 330, Gloucester, MA 01930.