



Electronic Statement Disclosure Agreement

Member FDIC

Definitions. In this Agreement the words "you" and "your" mean the owner(s) and/or signer(s) authorized by Atlantic Coast Bank to receive electronic delivery of periodic statements under this Agreement. The words "we", "our" and "us" mean Atlantic Coast Bank. The words "account(s)" mean bank deposit and loan accounts at Atlantic Coast Bank.

Agreement. This Agreement outlines the terms governing your receipt of periodic statements for your accounts at Atlantic Coast Bank. The frequency of the periodic statements and notices is outlined in the separate account agreements you received when you opened the accounts. By accepting this Agreement, whether electronic acceptance on-line or through written acceptance by signing page three of this Agreement, you are agreeing to all the terms and conditions below.

The terms and conditions of the account agreements and disclosures for each of your accounts as well as your other agreements with Atlantic Coast Bank will continue in effect unless contradicted by this Agreement, in which case, this Agreement will prevail.

Consent to Electronic Statements and Notices. By entering into this Agreement, you are consenting to receive all future deposit and loan account periodic statements electronically through the e-mail address you provide the bank. You agree that Atlantic Coast Bank will not be required to send you paper statements through the mail to your mailing address on record. You will notify the bank immediately of any change in your e-mail address. You may request a paper copy of a periodic e-mail statement within 90 days from the date your e-mail statement is made available to you. Paper copies of periodic statements will be sent via U.S. mail upon receipt of such request. Normal processing fees may apply. We reserve the right, in our sole discretion, to send any or all records to you in paper form to your current postal mailing address in our file. To request a paper copy of your statement, you may contact us online at info@atlanticcoastbank.net, or you may call our Call Center at (800) 342-2824, (912) 283-4711 or (904) 998-5500, or you may visit any of our branches. The normal statement copy fee is \$5.00 as of the printing of this disclosure. This fee is subject to change at any time, at our discretion.

You also agree that notices about your account, change in terms, future account disclosures or electronic funds transfer disclosures, may be provided by us to you through electronic e-mail when we, in our sole discretion, decide to send such notices and disclosures to you electronically.

Security and Confidentiality. You agree to protect the information about your accounts, including the account numbers and your personal identification numbers that provide you access to your account statement through e-mail. You agree to promptly examine your account periodic statements when they are made available to you. You understand that your identification information and personal identification numbers and account numbers together or apart may allow unauthorized access to your account information. Data transferred through e-mail periodic statements is not encrypted. The Internet is not secure and data transmitted and e-mail communication occurs openly on the Internet and could be viewed or monitored by others. We cannot and do not warrant against this.

Communications between Atlantic Coast Bank and You. You may e-mail us at info@atlanticcoastbank.net

Liability for Multiple Users of Your Account. You hereby release us from any liability and agree not to make any claim or bring any action against us for honoring or allowing any actions or transactions where you have authorized another person to perform a transaction or to access your account(s) and/or you have given personal information, personal identification codes or account numbers to such person, or, in the case of a jointly held account, the person is one of the owners of the account. You agree to indemnify and hold us harmless from and against any and all liability (including but not limited to reasonable attorney fees) arising from such claims or actions.

Change in Terms. We reserve the right to change or amend this Agreement from time to time and provide notice of it to you through e-mail or the U.S. mail.

Your Right to Terminate. You may, at any time terminate your use of the electronic periodic statement service and resume mailing of paper periodic statements by notifying Atlantic Coast Bank through e-mail, the U.S. mail or by telephoning Atlantic Coast Bank. Inquiries or requests by mail should be sent to: Atlantic Coast Bank, P.O. Box 1256, Waycross, GA 31502. You may contact us by phone at (912) 283-4711, (904) 998-5500 or (866) 342-2824.

Our Right to Terminate. We may, at our discretion, cancel your ability to access the services at any time and for any reason providing notice to you through e-mail, the U.S. mail or by telephone.

To receive electronic records, you need a computer with internet access, an internet browser with 128 bit encryption capability, and Adobe Acrobat Reader version 4.0 or above. You represent that you have such equipment and software and that you can download, access, read, review, print and store the electronic records we provide to you.

Liability for Loss. Except where the law requires a different standard, you agree that neither we, nor our parent company, if any, subsidiaries, affiliates, or the service providers shall be responsible for damages, errors, loss, property damage or bodily injury, whether caused by the equipment, software, is or by the internet browser providers such as Netscape Navigator browser, or Microsoft Explorer browser or by internet access providers or by online services providers or by any agent or subcontractor of any of the above, not shall we or the service providers be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, internet browser, access software, this agreement, the unavailability of electronic services or any errors in information provided through this service, even if we or a service provider have been advised of or are otherwise aware of the possibility of, except as limited by applicable law. The maximum aggregate liability of Atlantic Coast Bank for all claims arising out of our relation to this agreement, regardless of the form or cause of action, shall be the lesser of the amount you originally paid for the service or one hundred U.S. Dollars.

We will not be liable to you for any consequential, incidental or indirect damages arising from the use, misuse or lack of availability of the electronic delivery services, or for any loss of any data, even if we have been informed of the possibility of such damages. We make no warranty to you about the equipment or the software, merchantability or fitness for a particular purpose.

You acknowledge and agree that the Internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim or damages arising or in any way related to our response(s) to any e-mail or other electronic communication which we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any e-mail or other electronic communication. We may response to an e-mail communication provided by you to either the address provided with the communication or your e-mail address on file with us.

Any e-mail returned to us as undelivered may be resent to you at any other e-mail address that we have in your file, unless you have previously informed us through electronic or written notice that an e-mail address is no longer valid.

Although we have not obligation to do so, we reserve the right to require authentication of e-mails or electronic communications. The decision to require authentication is in our sole discretion. We will have no obligation, liability or responsibility to you or any other person or company if we do not act upon or follow any instruction to us if a communication cannot be authenticated to our satisfaction.

Severability. Each provision of this agreement shall be interpreted in a manner, which makes the provision effective and valid under applicable law. If applicable law prohibits or invalidates any part or provision of this agreement, that particular part or provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provision of this Agreement.

Cumulative Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies.

These rights and remedies are given in addition to any other rights the parties may have by law, ordinance or otherwise.

Delay/Force Majeure. The obligations of Atlantic Coast Bank shall be suspended to the extent required when the obligations are hindered or prevented from being performed because of labor disputes, war, riots, civil commotion, acts of God, fires, floods, failure of suppliers and/or subcontractors to perform, failure of power, restrictive governmental law and/or regulations, storms, accidents or any other cause which is reasonable beyond the control of Atlantic Coast Bank.

Privacy Policy. Please refer to our separate Privacy Disclosure notice for complete information about Atlantic Coast Bank's Privacy Policy.

Choice of Law. This agreement shall be governed and interpreted under Florida and Federal Law.

Arbitration of Disputes. If either you or we have any un-resolvable dispute or claim concerning the electronic statement service, it will be decided by binding arbitration under the expedited procedures of the commercial financial disputes arbitration rules of the American Arbitration Association (AAA). Arbitration hearings will be held in Atlantic Coast Bank's Deerwood Office. A single arbitrator will be appointed by the AAA and will be a retired judge or attorney with experience or knowledge in banking transactions. The arbitrator will award the filing and arbitrator fees to the prevailing party. A court may enter a judgment on the award of the Arbitrator.



Atlantic Coast Bank
Attn: eStatements
10328 Deerwood Park Blvd
Jacksonville, FL 32256

I/We agree to the terms as set forth in the **Atlantic Coast Bank Electronic Statement Disclosure Agreement**. I/We understand my/our periodic statements will be received electronically until I/we elect to discontinue this service.

My e-mail address is: _____

Account #: _____

Last 4 SSN #: _____

Owner's Name: _____

Signature Date

Signature Date

Atlantic Coast Bank IT Use Only

Current Statement Cycle: _____	Pswd Mailed to Customer: _____
Date Last Statement Cycle: _____	Cycle Change is CSR: _____
SQL Stmt Complete (New Accts): _____	User Added to eStatement Web Site: _____