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**PLEASE READ CAREFULLY AND KEEP A COPY FOR YOUR RECORDS**

**Purpose of the e-Disclosure Agreement**

The purpose of this e-Disclosure Agreement is to obtain your consent to receive certain disclosures from Embassy Bank relating to your deposit accounts in electronic form rather than in paper form.

If you consent to receive electronic delivery of such disclosures, Embassy Bank will make electronic disclosures (“e-Disclosures”) available to you electronically through Anytime Banking, the Bank’s Internet banking website, instead of providing them to you in paper form. Whether or not you consent to this e-Disclosure Agreement, you will remain subject to the applicable terms and conditions of the Anytime Banking Agreement.

At any time, you may request a paper copy of any document or disclosure we send you electronically under this consent by using one of the methods to contacting us as listed in the How to Contact Us Section of this disclosure. You will NOT incur a fee for such a request.

Embassy Bank is referred to in this Agreement as “we”, “our”, “us” or “Bank,” and individuals who maintain deposit accounts at the Bank are referred to in this e-Disclosure Agreement as "you", "your" or "Depositor."

**Consequences of Entering into This e-Disclosure Agreement**

By entering into this e-Disclosure Agreement:

- You are agreeing to receive electronically any disclosures including those that we are required to provide you under applicable federal and state laws where electronic delivery is permitted now or in the future. The materials and information you consent to receive electronically includes, but is not limited to, the following:
  - ✓ disclosures regarding your account that are required to be provided at the time of account opening;
  - ✓ notices regarding changes to your account;
  - ✓ amendments to any agreements and/or disclosures governing your account;
  - ✓ disclosures that are provided to you periodically such as but not limited to e-Statements.
- You are agreeing to discontinue the receipt of paper disclosures for your deposit accounts referenced in your Anytime Banking account list, for all accounts now and in the future.



## *Anytime Banking Electronic Signature Act Disclosure*

### **Technical Requirements for Using e-Disclosures**

To access and retain your e-Disclosures, you will need the following:

- Internet access and an Internet e-mail account and address;
- Microsoft Internet Explorer v8.0 or higher with 256-bit encryption;
- Adobe® Acrobat® Reader™ 6.0 or higher;
- Access to a printer or the ability to download information in order to keep copies of your e-Disclosures for your records.

### **Delivery of e-Disclosures**

Embassy Bank will make e-Disclosures and revised e-Disclosures available to you on the Anytime Banking web site or by e-mail sent to you. For certain federally mandated disclosures or revised disclosures that are made available only through the Anytime Banking web site, Embassy Bank will send a notice to your e-mail or postal address when the disclosures are posted to the web site. The notice will provide the address of the Internet web site or other location where the disclosure or revised disclosure has been made available.

### **How to Discontinue Electronic Delivery of e-Disclosures**

At any time, you may revoke your consent to electronic delivery of disclosures and instead elect to receive disclosures in paper form. To revoke your consent, send us a secure email through the Anytime Banking secure email capability, or a written letter, stating that you wish to revoke your consent to receive e-Disclosures and stating that you wish to receive these materials in paper form. Include your name and the applicable account number(s) in your letter. You may alert us to your request by telephone (see “How to Contact Us” below).

If you revoke your consent to electronic delivery of disclosures, Embassy Bank may at its option elect to terminate your access to and use of the Anytime Banking services.

### **Your Responsibility to Notify Us Regarding Errors, Irregularities or Unauthorized Access**

You must promptly review your e-Disclosures and any accompanying items. Notify us immediately (see “How to Contact Us” below) of any suspected error, alteration or other irregularity (i) with your e-Disclosures; or (ii) with your account, including unauthorized access. Telephoning us immediately is the best way to keep your losses down, although you also may need to notify us in writing to preserve your rights. For more detailed information about your rights and responsibilities, refer to your Electronic Fund Transfer Disclosure.



## *Anytime Banking Electronic Signature Act Disclosure*

### **Your Responsibility to Update Your Electronic Contact Information**

You must promptly notify the Bank if there is a change in your e-mail address or in other information needed to contact you electronically (see “How to Contact Us” below).

### **How to Contact Us**

If you need to contact the Bank in any of the circumstances described above, or for any other reason, you may contact us:

Anytime Banking customers may send us an online secured message through the Bank’s website OR by telephone at 610-691-5000; OR in writing by U.S. Mail to: Embassy Bank, P.O. Box 20405, Lehigh Valley, PA 18002-0405.

### **Fees for e-Disclosures**

The Bank does not currently charge fees for electronic delivery of your disclosures. 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.

### **Amendment and Termination of the e-Disclosure Agreement by Embassy Bank**

We may amend or change the e-Disclosure Agreement 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 e-Disclosures after the effective date of such change will constitute your acceptance of and agreement with such amendment(s).

We may terminate the e-Disclosure Agreement, and immediately either refuse to provide, or revoke access to, e-Disclosures at any time with or without cause, or prior notice. If we terminate your access to Anytime Banking you will no longer receive e-Disclosures. Neither termination nor discontinuation of your access to Anytime Banking shall affect your liability or obligation under the e-Disclosure Agreement.

### **Limitation of Liability**

We will use our best efforts to deliver your e-Disclosures 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 your e-Disclosures because of the existence of any one or more of the following circumstances:

1. Our online 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 was not working properly, or



**EMBASSY BANK™**  
For the Lehigh Valley

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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) prevent proper delivery, and we have taken reasonable precautions within our control to avoid such circumstances.

To the extent permitted by applicable 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.

**Agreement Regarding Your Use of e-Disclosures**

You agree not to alter or use the e-Disclosures for any unauthorized, fraudulent or other illegal purpose.

**Choice of Law and Forum**

You agree that the e-Disclosure Agreement shall be interpreted in accordance with Pennsylvania Law, excluding its choice of law provisions. You further agree that all disputes arising out of or relating to the e-Agreement or the provision of services by Embassy Bank shall be resolved in a court of competent jurisdiction in the Commonwealth of Pennsylvania, and you hereby consent to the exclusive jurisdiction and venue of such courts.