

## SoyBank eStatements TERMS AND CONDITIONS and signup

**e-Statements (the "Service") is provided by Soy Capital Bank and Trust. ("Soy Capital", "we" and "us")**

**These Terms and Conditions set forth the agreement for any use of the Service. We encourage you to read these Terms and Conditions carefully.**

By clicking the 'I Agree' button at the end of the enrollment form, you signify your agreement to all the terms, conditions, and notices contained and referenced in this document, as well as the Online Enrollment Form, and accept responsibility for your use of the Service. Please read these Terms and Conditions carefully before you accept them. If you choose to click the 'I Decline' button, you will not be enrolled in the Service and will not be bound by this agreement.

### 1. DESCRIPTION OF ONLINE e-STATEMENTS

You may elect to receive your statement electronically for any Eligible Deposit Accounts (defined below), that you choose. Account statements will be delivered to you electronically in a Portable Document Format ("PDF") that you can view, save to your computer, or print at your convenience. Any legal notices that normally accompany your mailed statement will continue either to be mailed separately or delivered to you electronically online. The following is a brief description of the various features of the Service and requirements for using the Service. From time to time, we may add to, modify, or delete any feature of the Service at our sole discretion.

You understand and agree that by enrolling in the Service, you will no longer receive an account statement by mail for the accounts you specify.

#### A. REGISTRATION FOR THE SERVICE/ELIGIBLE ACCOUNTS

In order to use the Service, you must first be enrolled in SoyBank Internet Banking and have accepted the SoyBank Internet Banking Agreement and disclosure. If you are not currently enrolled, please visit our Internet Banking section on our home page and click on "enroll for SoyBank." You must also have a Checking or Money Market Account.

You must be an owner or an authorized signer on all accounts you wish to receive electronically. Any account owner or authorized signer can enroll accounts for the Service. Once enrolled for the Service, your statement will no longer be mailed through the U.S. mail. The statement will be available for viewing by all owners or authorized signers of the account who are enrolled in SoyBank Internet Banking, regardless of which owner or authorized signer enrolled for the service.

#### B. ACCESSING YOUR ONLINE e-STATEMENTS

Upon your election of the e-Statement service, beginning with your next statement cycle, your periodic statement, and legal notices will be presented to you using the e-mail address given on the enrollment form. From that date forward, all subsequent statements will be available online (up to 13 months). When your statement cycle cuts, you will be sent an e-mail with instructions to view the statement or notice from your Soybank Account. Once you open the e-Statement, it is decrypted by use of Acrobat Reader 7.0 or higher. You will then be able to view, download, print, and/or save your statement using Adobe Acrobat 7.0 or higher. To download the most current version of Acrobat, at no charge, please visit [www.adobe.com](http://www.adobe.com).

#### C. SECURITY

We will use commercially reasonable measures, consistent with industry standards, to maintain a reasonable level of security over the information contained in the electronically delivered account statement(s) and notices. Our security consists of 128-bit encryption of the data on the e-Statement to protect it while in transit over the Internet. You understand that these industry standards are dynamic and constantly developing. By accepting the e-Statement enrollment application, you acknowledge and understand that there are risks to the electronic delivery of account statement(s) and notices, including, but not limited to, delay or failure of delivery due to technical difficulties, weather

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conditions, matters beyond our reasonable control or interception and/or alteration of such account statement(s) and notices by third parties despite the bank's commercially reasonable security measures. Information you provide in connection with the Service will be stored on secure server(s). These security measures are in place to keep your personal information secure so you may only use it; however, the security is contingent upon you keeping your Internet Banking User Code, and Passwords protected. You agree to contact us immediately at 217-428-7781 of any actual or suspected unauthorized use of your username or password.

### D. PROMPT REVIEW OF STATEMENTS

Your e-Statement will be dated the day the e-Statement is sent to you by e-mail (the "E-mail Date"). You must promptly review your e-Statement and any accompanying items and notify us in writing or through the secure form located on the Contact Us Page at [www.soybank.com](http://www.soybank.com) (within the applicable time periods specified in the Deposit Agreement and Disclosure and in accordance with the statement agreement located on the back of your statement) of any error, unauthorized signature, lack of signature, alteration or other irregularity. If you have someone other than you to review your statement(s), you must still review the statement for any errors, unauthorized signature, lack of signature, alteration or other irregularity as you will be responsible for the wrongful acts of your employees and agents. Any applicable times within which you must notify us of any errors on your account statement(s) shall begin on the E-mail Date regardless of when you receive and/or open the e-Statement. Check images are available with your statement when you log on to SoyBank Internet Banking using your Internet Banking User Code and Password for you to view, print, and/or save. You may request copies of past check images. Please refer to your Deposit Agreement and Disclosure you received when opening the account for applicable fees that may apply to obtain copies of past check images.

### E. NOTICE OF UNAUTHORIZED ACCESS

If you believe your e-Statement is lost or that someone has obtained access to your e-Statement without your permission, call our personal bankers at 217-428-7781.

### F. CHANGE IN STATEMENT DELIVERY METHOD

You have the right to withdraw your consent from receiving your statement and any accompanying legal notices electronically without a charge. You may withdraw your consent by calling the Contact Center at 217-428-7781, by mailing a signed, written revocation letter to 1501 E. Eldorado, Decatur, IL 62521. Once you discontinue this service, you will begin receiving your statements and accompanying legal notices by mail beginning with the next statement cycle without a charge. The Statements that were presented online will not be mailed to you. You may request copies of past statements. Please refer to your Deposit Agreement and Disclosure you received when opening the account for applicable fees that apply for copies of past statements.

**If at any time your e-mail address changes, you must notify us immediately by submitting a signed, written request to 1501 E. Eldorado, Decatur, IL 62521, or by calling the Contact Center at 217-428-7781.**

**It is your responsibility to notify us if you change your e-mail address to ensure proper delivery of account statements, notices, and disclosures. If we become aware that you are not receiving your e-Statements and notices such as your e-mails are returned undeliverable, we will try to contact you and if you cannot be reached by phone, we will send your e-Statements and notices via U.S. mail to your last address known to us.**

If you have a "multiple-party account" as defined in the Deposit Agreement, your email address may be changed using the procedures described above by any authorized party to your account. THE BANK SHALL HAVE NO OBLIGATION OR LIABILITY TO ANY OF THE PARTIES TO A MULTIPLE-PARTY ACCOUNT IF THE E-MAIL ADDRESS IS CHANGED USING THE PROCEDURE SET FORTH ABOVE.

The Bank also has the right to terminate this Agreement, immediately, with or without cause, or if you fail to comply with the terms of this Agreement or any other agreement which you may have with us or any other applicable rule or regulation which may govern your account(s), including the Deposit Account Agreement and Disclosure. If we

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terminate this Agreement for any of these reasons, such termination shall be effective on the effective date specified in a written notice mailed to you, and not on the date when the notice is mailed or received.

### H. DISCLAIMER

We make no warranties of any kind with respect to the software program used to access e-Statement services, and we do not warrant that the software program or that the e-Statement services will meet your specific requirements. We disclaim any and all implied warranties, including, but not limited to, the implied warranties for a particular purpose.

### I. LIMITATION OF LIABILITY Relating to Use of the Service

Except as otherwise provided in this Agreement or otherwise expressly provided by applicable law or regulation, you agree that neither Soy Capital Bank and Trust nor any party that provides Internet access or equipment used to access the Service, nor any agent, independent contractor or subcontractor of any of the foregoing ("Service Providers") will be liable for any loss, injury or damage, including, without limitation, direct, indirect, incidental, special, consequential or punitive damages, whether under a contract, tort or any other theory of liability, arising in any way out of the enrollment in, use or maintenance of the Service, including, without limitation, any loss, injury or damage relating to any failure of performance, error, access in the Service, including, without limitation, any loss, injury or damage relating to any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, line failure or unauthorized interception or access to your communication with us, even if we or the Service Providers are aware of the possibility of such events.

In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorney's fees.

### J. INDEMNIFICATION

You agree to indemnify, defend and hold Soy Capital Bank and Trust and its affiliates, officers, directors, employees, consultants, agents, service providers and licensor harmless from any and all third party claims, liability, damages and/or costs (including but not limited to reasonable attorney's fees) arising from (a) a third party claim, action or allegation of infringement, misuse or misappropriation based on information, data, files or other Materials submitted by you to the Service; (b) any fraud, manipulation or other breach of the Agreement by you; (c) any third party claim, action or allegations brought against Soy Capital Bank and Trust arising out of or relating to a dispute with you over the terms and conditions of an agreement or related to the purchase or sale of any goods or services; (d) your violation of any law or rights of a third party; or (e) your use of the provision of the Service or use of your account by any third party. Soy Capital Bank and Trust reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Soy Capital Bank and Trust in asserting any available defenses. You will not settle any action or claims on Soy Capital Bank and Trust's behalf without the prior written consent of Soy Capital Bank and Trust.

### K. AMENDMENTS; ASSIGNMENTS

We may amend (add to, delete, or change) the terms of this Agreement, by providing you with prior notice. We may amend our security procedures without prior notice if immediate changes are required for security reasons or the changes do not have a material affect on your use of the Service. Customers may not assign this agreement in whole or in part without the prior written consent of Soy Capital Bank and Trust. Any attempted assignment in violation of this Section shall be void and of no effect.

### L. COMPLIANCE

Soy Capital Bank and Trust shall be responsible for (i) compliance with all state and federal laws and regulations governing banks and other financial institutions; (ii) any disclosure to its clients with respect to the e-Statement Services; and (iii) the terms and conditions of any Soy Capital Bank and Trust Product/Service.

### M. GOVERNING LAW

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This Agreement will be governed by and construed in accordance with the laws of the state of Illinois and applicable federal law.

### N. SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the Term, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

### O. NOTICES

All written notices required or permitted under this Agreement shall be deemed to have been duly given if delivered personally or sent by e-mail using the e-mail address given to us, by U.S. mail, or facsimile.

### P. HEADINGS

Headings of particular Sections are inserted only for convenience and shall not be considered a part of this Agreement or used to define, limit, or construe the scope of any term or provision of this Agreement. Should any provision of this Agreement require judicial interpretation, the parties agree that the court or arbitrators construing the same shall not apply a presumption that the terms of this Agreement shall be more strictly construed against one party than against another.

I accept these terms and conditions

Customer Signature	Date
Customer Name (printed)	
Email address	

Please sign up these Accounts:

Checking Account Number	Checking Account Number	Checking Account Number	Savings Account Number	Savings Account Number

Loan Number	Loan Number	CD Account	CD Account	CD Account