



## **E-STATEMENT DISCLOSURE**

**E-STATEMENT DISCLOSURE AND USER AGREEMENT** - This Agreement made between you and First Choice Bank is an addendum to the “Internet Banking Terms and Conditions” previously agreed upon. Definitions as used in this Agreement; the words “we”, “our,” and “us” mean First Choice Bank. “You” and “your” mean the account owner(s) authorized to receive e-Statements under this Agreement. “Account” or “accounts” mean your deposit accounts at First Choice Bank. “Business day” means Monday through Friday, excluding Federal Holidays.

**BY AUTHORIZING E-STATEMENT DELIVERY FOR YOUR ACCOUNT:** 1) You are enrolling in the e-Statement service through online banking, and you are affirmatively consenting to receive your periodic account statements electronically. If your First Choice Bank account is owned jointly with another person(s), any one of you may consent to receive electronic disclosures and e-Statements and that person’s election to access e-Statements shall apply to all of you. 2) You are agreeing to discontinue the receipt of a paper statement for the checking, savings, money market accounts indicated by you on your e-Statement Enrollment Form. 3) You are agreeing to receive regulatory and disclosure notices through the Bank’s website.

**TECHNICAL REQUIREMENTS FOR USING E-STATEMENTS** - To access and retain your e-Statements you will need the following: 1) Internet access and an Internet e-mail account and address; 2) Online Banking through First Choice Bank; 3) Microsoft Internet Explorer 4.0 or higher or Netscape Communicator or Navigator 4.06 or higher with 128-bit encryption; 4) Adobe Acrobat Reader 6.0 or higher; 5) Access to a printer or the ability to download information in order to keep copies of your e-Statements for your records.

**ACCESS TO YOUR E-STATEMENTS** - An e-mail notification will be sent to you at the address provided by you to let you know when your e-Statement is available for viewing. Your e-Statement for your current statement cycle will be available no later than 3 business days after your cycle date. Your normal statement cut-off date will not change when you elect to receive e-Statements. E-Statements will be available for viewing by you for at least 18 months after the date it is posted on the online banking web site as long as your account and online banking remain active during that time. You may find it advisable to print or download e-Statements for permanent retention. For a fee, paper copies of e-Statements are available upon request. You may request a paper statement by contacting us as provided below (see “How to Contact Us” below).

**HOW TO DISCONTINUE ELECTRONIC DELIVERY OF E-STATEMENTS** - At any time, you may revoke your consent to electronic delivery and instead receive paper statements. To revoke your consent, notify us by telephone or in writing (see “How to Contact Us” below).

**PASSWORD SECURITY** - Your User ID and password that are used to access online banking services should be kept confidential; to protect the security of your banking information you must not disclose or share your password with any third party. We strongly recommend that you change your password regularly. You are responsible for keeping your password, account numbers, and other account data confidential.

**YOUR RESPONSIBILITY TO NOTIFY US REGARDING ERRORS, IRREGULARITIES, OR UNAUTHORIZED ACCESS** - You must promptly review your e-Statements 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-Statements, or (ii) with your account, including unauthorized access. Telephoning us immediately is the best way to keep your losses down, although you may also need to notify us in writing to preserve your rights. Notification of suspected errors, alterations, or other irregularity within your e-Statement must be given within sixty (60) calendar days of the e-Statement in which the suspect item appears. This time period begins on the e-Statement email notification date, regardless of when you access and/or review your e-Statement.

**YOUR RESPONSIBILITY TO UPDATE YOUR ELECTRONIC CONTACT INFORMATION** - We will send all notices, attachments, and/or documents via e-mail to the last known address provided by you. You agree to promptly notify the Bank if there is a change in your e-mail address or any 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 using any of the following options: 1) If you are an online banking customer, by sending us an e-mail message using [customercare@firstchoicebankca.com](mailto:customercare@firstchoicebankca.com) (do not include your account number or non-public personal information in the email as email is not secure); or 2) By telephone at 1.877.256.9809; or 3) In writing by U.S. Mail at: First Choice Bank, 17414 Carmenita Road, Cerritos CA 90703.

**FEES FOR E-STATEMENTS** - The Bank does not currently charge fees for electronic delivery of e-Statements. 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-STATEMENT AGREEMENT BY FIRST CHOICE BANK** - We may amend or change the e-Statement 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-Statements after the effective date of such change will constitute your acceptance of and agreement with such amendment(s). We may terminate this Agreement, and immediately either refuse to provide, or revoke access to e-Statements at any time with or without cause or prior notice. If we terminate your access to our online banking service you will no longer receive e-Statements. Neither termination nor discontinuation of your access to our online banking service shall affect your liability or obligation under this Agreement.

**LIMITATION OF LIABILITY** - We will use our best efforts to deliver your e-Statements 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 you e-Statements because of circumstances including (but not limited to) the following: 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 is not working properly, or 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) which prevent proper delivery, and we have taken reasonable precautions within our control to avoid such circumstances. To the extent permitted by 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-STATEMENTS** - You agree not to alter or use the e-Statements for any unauthorized, fraudulent, or other illegal purpose. By applying for and accessing e-Statements, you agree to be bound by any and all laws, rules, regulations and official issuances applicable to e-Statements now existing or which may hereafter be enacted, issued, or enforced, as well as such other terms and conditions governing the use of other facilities, benefits or services that First Choice Bank may from time to time make available to you in connection with e-Statements. This Agreement is subject to all applicable laws and regulations, recognized banking customs, the Bank's fee schedule in effect at the time an online banking service is used, and other requirements as set forth in "Your Deposit Account Terms and Conditions" agreement and disclosure statement, as amended from time to time. In addition, this Agreement shall be deemed null and void upon the closing of an account and all online banking services established for and available to such accounts shall be immediately terminated.



[www.FirstChoiceBankCA.com](http://www.FirstChoiceBankCA.com)