

CONSENT TO ELECTRONIC DELIVERY OF ELECTRIC DISCLOSURES

1. Definitions – “you” and “your” means the person signing this Consent. “We”, “our” and “us” means Peoples Bank (the “Bank”), a state chartered commercial bank with principal headquarters in Newton, North Carolina.
2. The Consent to Electronic Delivery applies to all required statements, disclosures, agreements and other documents regarding all accounts you have or will open with Peoples Bank and is effective until withdrawn by you. This will apply to all accounts with like ownership(s) and address(es). Your agreement to accept disclosures, agreements and other documents (“Account Documents”) electronically means that once the Bank presents them to you, and you click to accept them, they will apply to these accounts.
3. In order to open an account at peoplesbanknc.com, you must accept electronic delivery of the Deposit Account Terms and Conditions and the other Account Documents, and all future changes to those documents will be delivered to you and entered into electronically, except as noted below. These include: (1) Terms and Conditions and other Account-opening Documents, (2) Preauthorized electronic funds transfer authorizations and confirmations, (3) Notices about the maturity and renewal of your time deposit account, (4) Account Statements, (5) Change-in-terms information for your account, (6) Any other disclosures that we are required to provide, (7) Year-end tax information (such as IRS Form 1099-INT), (8) Annual notices such as our Privacy Policy, and (9) Notices related to any dispute you might raise under the Electronic Funds Transfer Act (availability may vary).
4. In addition, you agree that your computer system meets the hardware and software requirements stated below, and that you will promptly notify the Bank of any change in your e-mail address and/or physical address, by either (1) e-mailing us at onlineservices@peoplesbanknc.com, or (2) calling Peoples Bank at: (877) 802-1212, or (3) writing to: Peoples Bank, Customer Service Center, P O Box 467, Newton, NC 28658
5. To access and retain the Account Documents, you must have and be able to operate the following Internet browser: Microsoft® Internet Explorer® (version 11.0 or higher that supports 128 bit encryption, Google Chrome (version 63 or higher), Mozilla Firefox (version 57 or higher) Adobe® Acrobat® Reader (version 11.1 or higher), an e-mail account with an Internet Service Provider and e-mail software, and a computer with an operating system and telecommunications connections to the Internet with sufficient electronic space to view, store or print as needed, the Account Documents and this Consent.
6. For electronic statement delivery, you agree to allow 7-10 business days for enrollment. A test e-mail will be sent and if the Bank receives a positive response, you will receive an e-mail notification when the next monthly statement will be available for retrieval in Online Banking. You may then save or print it. If you do not receive your electronic statement, you may request a paper statement at no charge for up to 30 days after the statement date. After this time period, any request will be subject to the charges noted on the Schedule of Fees.
7. You may ask for paper copies of the Account Documents, by contacting us as provided above, and the Bank may charge a reasonable service charge for the delivery for each Account Document you request while your consent for electronic delivery is in effect, or after you withdraw your consent. Fees will be applied to your primary account.
8. You may withdraw your consent to receive Account Documents electronically; this will not affect the legal effectiveness, validity, or enforceability of Account Documents that you accepted electronically prior to your withdrawal. However, if you withdraw your consent for any reason (including changes in computer hardware or software required), the Bank will discontinue your electronic account services and the Bank may change the deposit account product you are using (please see [Section 9](#) for other potential consequences resulting from your withdrawal of consent). To withdraw your consent, you can call Peoples Bank at (877) 802-1212 or via Online Banking. The Bank may take up to 3 business days to process your request.
9. If you withdraw your consent or fail to give us an updated or corrected e-mail address, the Bank may also close any account opened through peoplesbanknc.com or which requires electronic delivery as a feature and mail the balance in your account to the last known mailing address and/or transfer the funds in any such account to another similar type of deposit account that the Bank offers at that time through its usual retail channels. The Bank, in its sole discretion, may in decide what type of account is similar to your existing account. This replacement account may pay a lower rate of interest, have a lower Annual Percentage Yield, higher fees, and/or have a different maturity date (if applicable). In addition, if your account is a time deposit account, an early withdrawal penalty may apply if the account is closed before its maturity date. Your Electronic Consent to these terms and conditions is legally binding. Any transactions made to this account, whether by you or someone else, or electronic disclosures concerning it, are governed by this consent.
10. You will ensure the confidentiality of your password and you agree to indemnify, defend, and hold harmless, the Bank and its successors, assigns, affiliates, officers, employees, directors, and agents against any loss, claims, damages, judgments, awards, legal obligations, costs or expenses, including, without limitation, attorney’s fees and expenses based upon, arising out of, or related in any way to the Bank honoring this request.