

ESB Financial

E-Statement Agreement & Disclosure

This agreement ("Agreement") is made between you and ESB Financial and governs the terms of use of ESB Financials Internet Banking E-Statement service. You should read this Agreement carefully and keep it and any other documentation for future reference. By using E-Statement and Electronic Notifications, you agree to abide by and be bound by the terms and conditions of this Agreement and you consent to the electronic delivery of the disclosures, agreements, change notices, terms and conditions and any other documents. You also agree that we do not need to provide you with additional paper (non-electronic) copies of the disclosures, agreements, change notices, terms and conditions and any other documents, unless specifically requested.

Refer to the ESB Financial Internet Banking Agreement and Disclosure Statement for technical requirements. By agreeing to receive ESB Financial Internet Banking E-Statements, you agree that your computer meets technical requirements for downloading and saving E-statements as described herein.

Our employees will never contact you by phone, fax, mail, email or any other communication method and ask for your user ID(s) and/or password(s). You should regard such emails as fraudulent and contact us immediately at (620) 342-3454. We will then forward pertinent information to local and/ or federal authorities.

DESCRIPTION OF E-STATEMENTS

E-Statements are electronic statements replacing your paper statements. E-Statements will be available through ESB Financial Internet Banking E-Statement Service. Statements can be viewed online or downloaded in Portable Document Format ("PDF") that you can save to your computer or print at your convenience. Notice of the statement availability will be sent via email to the email address provided to the bank.

You understand and agree that by enrolling in the E-Statement Service, you will no longer receive paper statement by U.S mail. You further understand that by enrolling for E-Statements, we may charge you a fee according to our fee schedule for any requested paper statements.

ELIGIBILITY FOR E-STATEMENTS

Any ESB Financial Internet Banking customer is eligible for E-Statement delivery. In the case of joint account ownership, either joint owner can enroll for E-Statements.

All owners of an account who are also enrolled in ESB Financial Internet Banking will be able to view and download account statements. The account owner must request access to ESB Financial Internet Banking for authorized signers, who are not owners. Additional authorization is required for authorized signers to receive E-Statements.

ENROLLMENT PROCESS

You must accept the terms of this Agreement to become a registered user of E-Statements and verify that you are able to view Portable Document Format ("PDF") documents. Choose the accounts that you wish to enroll in E-Statements. Once you have viewed the Electronic Statements Terms and Conditions, you will enter the verification code from the bottom of the PDF and accept the terms and conditions of use.

CHANGE IN EMAIL ADDRESS

Email addresses can be updated by logging on to ESB Financial Internet Banking and following this path: Profile>>Email

You understand if a statement notification is returned to ESB Financial due to an incorrect email address, we will send your statement via U.S. mail until you notify ESB Financial of the correct email address. A \$ 2 undeliverable statement fee may apply.

STATEMENT NOTIFICATIONS

You will be notified via email at the address you have provided for ESB Financial Internet Banking when your statement is available for viewing on ESB Financial Internet Banking.

ESB Financial does not guarantee the delivery of the contents of any email notification. ESB Financial will not be liable for losses or damages arising from non-delivery, delayed delivery, or miss-delivery of an email.

ACCESSING YOUR ONLINE STATEMENTS

E-Statements will be available at the same frequency as your paper statements that were previously mailed.

When you receive the email notification that your statement is available for viewing, retrieve your statement(s) by logging on to ESB Financial Internet Banking and following this path: Accounts>>Documents.

CHANGE STATEMENT DELIVERY METHOD

Contact ESB Financial any time if you wish to discontinue this E-Statement Service. When you discontinue the E-Statement Service, you

will automatically receive paper statements via U.S. mail beginning with your next statement cycle, and your email notifications will be discontinued. E-Statements will remain available in ESB Financial Internet Banking.

If you wish to receive specific paper statements or documents, you may make a request at any time by calling our Personal Bankers ~~locally~~ in Emporia at (620) 342-3454, in Manhattan at (785) 539-3553 or toll free at (877) 342-3459 during our regular business hours. Requests will be subject to a research fee of \$20.00 per hour.

DISCLOSURES AND OTHER NOTICES

All legal notices and account disclosures, including the disclosures on the reverse of your paper statement will also be available for viewing within ESB Financial Internet Banking and can be printed or saved.

Promotional material or other notices that you may have received in your mailed statement may now be communicated to you via your email address or physical address at the Bank's discretion.

CHANGE IN TERMS

ESB Financial reserves the right to change the terms and conditions upon which this E-Statement service is offered. ESB Financial will give you advance notice of such changes to the extent required by applicable law. We may send notice to you via written notice or electronic messaging, and you will be deemed to have received it three days after our records indicate the message was sent, whether or not you have retrieved it by that time. If you do not agree to the change or amendment, you must discontinue use of E-Statement service to which the change or amendment relates. By using E-Statement service after any change or amendment, you agree to that change or amendment.

Withdrawal of Electronic Acceptance of Disclosures and Notices

You may withdraw your consent to receive statements in electronic form for any of your Accounts by calling our Personal Bankers ~~locally~~ in Emporia at (620) 342-3454, in Manhattan at (785) 539-3553 or toll free at (877) 342-3459 during our regular business hours. We may treat an invalid email address, undeliverable email or cancellation of participation in ESB Financial Internet Banking as a withdrawal of your consent to receive electronic statements. Any withdrawal of your consent to receive electronic statements will be effective only after we have a reasonable period of time to process your withdrawal.

LEGAL

See the ESB Financial Internet Banking Agreement and Disclosure Statement for details about the following:

- Exclusion of Warranties
- Limitation of Liability
- Enforcement
- No Assignment
- No Waiver
- Governing Law

CONTACTS

In Emporia telephone ESB Financial at: (620) 342-3454
In Manhattan telephone ESB Financial at: (785) 539-3553

Or write us at:
ESB Financial
P.O. Box 807
Emporia, KS 66801-0807

ESB Financial
P.O. Box 1920
Manhattan, KS 66505-1920

Telephoning us is the best way to limit your losses.

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