Beneficial State Bank Electronic Document Agreement – Notices and Other Documents

Electronic Delivery of Notices and Other Documents
This Electronic Document Agreement allows Beneficial State Bank ("The Bank") to make electronic notices and other available documents to you in electronic form, instead of providing such notices and disclosures in written form.

Your consent and agreement shall relate to all forms of available notices and documents required under applicable law as a result of the various agreements between you and the Bank and shall remain valid until such time as you exercise your right to revoke this consent. You elect and authorize us, at our discretion, to electronically deliver your account notice and other documents that we are required to provide you under applicable Federal and State statutes and their implementing regulations, as amended from time to time.

Other Federal and State laws and regulations ("laws") may be enacted or amended in the future to provide for electronic delivery of account notices and documents. Your election also authorizes us, at our discretion, to provide electronic delivery of such notices and documents pursuant to these laws after they become effective.

Terms and Conditions of Your Electronic Document Agreement
By entering into this Agreement, you accept all the terms and conditions contained in the agreement. Please read it carefully.

The terms and conditions of your Account Agreement and Disclosure for each of your bank accounts as well as your other agreements with the Bank such as loans continue to apply notwithstanding anything to the contrary in this Agreement.

This Agreement is also subject to applicable federal laws and the laws of the State of California, if your accounts are in California; Washington, if your accounts are in Washington; Oregon, if your accounts are in Oregon. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and the Bank's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.

Definitions
"We", "Our", "Us" or "The Bank" mean Beneficial State Bank.

"You" and "your" refer to the account owner(s) authorized by the Bank to receive electronic notices and documents under this Agreement.

"Account" or "accounts" means your accounts at the Bank.
"Business days" means any calendar day other than Saturday, Sunday, or any holidays recognized by the Bank.

“Access Device” means any electronic device you use to access your account and view electronic documents. This includes but is not limited to a traditional computer such as a desktop or laptop computer; or a mobile device such as a tablet or a smartphone.

**Consent to Electronic Delivery of Documents**
You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law may be made electronically via e-mail notice with instructions/links or via an e-mail with attached disclosures.

We will send all notices, attachments and/or documents via e-mail to the last known e-mail address provided by you. You agree to ensure that the e-mail address on file is current and that any changes are made promptly by you via our Web Banking or Mobile Banking system, or by notifying us in person, in writing (by letter sent via U.S. Mail) or by calling us at 1-888-326-2265, of any change of your e-mail address. For your protection and for security purposes, we will not accept any change of e-mail address notice via e-mail. If you have not notified us of any change of your e-mail address, you agree that your failure to provide us with a good email address is the lack of ordinary care on your part. If we become aware that you are not receiving email, we will send all notices, attachments and/or documents to you via U.S. Mail to your last address known to us.

**Withdrawal of Your Consent**
You understand that if you decide in the future that you would like to receive printed notices or documents in the mail instead of electronically, you agree to make the appropriate change in Web Banking or Mobile Banking, or notify the Bank in person, via telephone, or via U.S. Mail. Our telephone number and postal mail address are listed in the section entitled "Communications Between the Bank and You."

*If you withdraw your consent to this Agreement:*
You will no longer receive the electronic presentment of electronic notices or other available documents.

**Security**
You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your electronic notices and documents for each of your Beneficial State Bank accounts as soon as you receive/access them. You agree to protect the confidentiality of your account and account number, and your user ID and password. You understand that your user ID and password by itself or together with information related to your account, may allow unauthorized access to your account. Data transferred via electronic notice or document is not encrypted. You acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Internet, or e-mail transmitted to and from us, will not be monitored or read by others.

**Password Security**
For security reasons, we will require the use of an individualized password to gain access to your Beneficial State Bank notices or documents. If you incorrectly enter your password four times you will be prevented from access to electronic notices or documents. If you are prevented access due to an incorrect password, please contact us at 1-888-326-2265 for assistance.
Your logon password is confidential information that should be known only by you. Beneficial State Bank, will not, for any reason, ask for your logon password. If anyone contacts you and requests this information, contact us immediately. You are responsible for keeping your logon password confidential.

Delivery of Electronic Documents
By enrolling to receive electronic notices and documents, you will not receive separate printed and mailed notices or other documents. Your electronic notice or document will be dated the day of the e-mail notifying you of the availability of your electronic notice or document (the "E-mail Date").

You must promptly access/review your electronic notice and any accompanying items and notify us in writing within the applicable time period specified in your Account Agreement and Disclosure of any error, unauthorized signature, lack of signature, alteration or other irregularity. If you allow someone else to access/review your notice, you are still fully responsible to access/review the notice for any errors, unauthorized signatures, lack of signatures, alterations, or other irregularities. Any applicable time periods within which you must notify us of any errors on your account notice shall begin on the E-mail Date regardless of when you receive and/or open the electronic notice.

If you need to obtain a printed copy of a notice or document that has not been mailed to you because you have elected to receive electronic notices and documents instead, please call the Bank at 1-888-326-2265. The Bank will charge a duplicate notice or document fee for providing this service. Review the Bank’s current Schedule of Fees to determine this amount.

Change in Terms
We may change any term of this Agreement at any time. If the change would result in increased fees for any bank service, or increased liability for you, we agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will provide any required notice of the change in terms to you electronically or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. If there is more than one party to the account, notice to any one account owner will be effective for all. You acknowledge and agree that the applicable deposit agreements and disclosures govern changes to fees applicable to specific accounts.

Disclaimer of Warranty and Limitation of Liability
We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the electronic notices or documents provided to you under this Agreement. We do not and cannot warrant that electronic notices and documents will operate without error, or that electronic notices and documents will be available at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of electronic notices or documents, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty or any other legal theory. Further, in no event shall the liability of the Bank and its affiliates exceed the amounts paid by you for the services provided to you through electronic notices and documents.
Communications Between the Bank and You
Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

Telephone: 888-326-2265
Email: support@beneficialstate.com

In Person at a Branch Office

Multiple Access Devices
Your acceptance of this agreement on one Access Device constitutes your acceptance on all Access Devices you use. For example, if you view and accept this agreement on a traditional computer, the terms of this Agreement will apply to electronic documents accessed on a mobile device (or vice versa).

Additionally, by viewing and accepting this agreement on any Access Device, you are reasonably demonstrating your ability to access and view electronic documents in the format that the services are provided on that Access Device and all subsequent Access Devices. If you change Access Devices (or use multiple Access Devices), it is your responsibility to ensure that the new Access Device meets the applicable system requirements and that you are still able to access and view electronic documents on the subsequent Access Device.

Please contact us at 1-888-326-2265 if you have difficulties accessing or viewing electronic documents on your selected Access Device.

System Requirements
By consenting to this agreement, you confirm that your Access Device meets the minimum specifications and requirements necessary to view and retain your electronic documents.

To access your electronic documents on a mobile device, you will need:

- A mobile device with any of the following operating systems: Android or iOS (iPhone).
- A data plan provided by your wireless carrier and an up-to-date mobile internet browser that is compatible with, and supported by, your operating system (e.g., Chrome or Safari).
- A printer and/or storage device if you wish to print or retain any electronic documents.
To access your electronic documents on a traditional computer, you will need:

- A computer with any of the following browser/operating systems:
  - Microsoft Internet Explorer – 10X and higher
  - Mozilla Firefox – 45x and higher
  - Google Chrome – 45x and higher
  - Apple Safari – 9x and higher
  - Apple iOS – iOS8 and higher
  - Android OS – 6.0 and higher
- An internet connection and an up-to-date internet browser that is compatible with, and supported by, your operating system (e.g., Internet Explorer, Firefox, Google Chrome, or Safari).
- Software that accurately reads and displays html format or .pdf files (such as Adobe Reader), or html files.
- A printer and/or storage device if you wish to print or retain any electronic documents.

**Changes to system requirements**
We will notify you if our hardware or software requirements change and create a material risk that you would not be able to access or retain your electronic documents. Our notices are delivered in both PDF and HTML form.

**Acknowledgment of Consent**
By checking the box you acknowledge that you have read this Agreement in its entirety, you have access to the minimum software/hardware requirements described above to access, view and retain electronic communications, and affirm that you have requested to receive electronic versions of available electronic notices and documents associated with your account at Beneficial State Bank.