

# Peoples Bank of Kankakee County

## Electronic Disclosure Delivery Agreement

Peoples Bank of Kankakee County's Electronic Disclosure Delivery Agreement ("Agreement") governs use of the Electronic Delivery Service. As used in this document the words "you" and "your" refer to Peoples Bank of Kankakee County's customer(s) and their use of the Service. The words "we" and "our" refer to Peoples Bank of Kankakee County.

This Agreement explains the terms and conditions governing the Agreement offered through Peoples Bank of Kankakee County. By using the Service, you agree to the following terms and conditions. This Agreement will be governed by and interpreted in accordance with Federal laws and regulations, or to the extent there is no applicable Federal law or regulation, by the laws of the State of Illinois. By accepting below or otherwise using the Service, you agree to use the Service only for bona fide and lawful purposes permitted under this Agreement.

### Term & Conditions:

1. To receive Electronic Delivery Services, you must have a working connection to the Internet with e-mail and website browser capability to open Portable Document Format (.PDF) files with Adobe Acrobat Reader X or higher. You will also need access to a printer or the ability to download information in order to keep copies for your record.
2. You agree to receive electronic versions of documents associated with your residential mortgage loan application (the "Loan") pending with Peoples Bank of Kankakee County. This includes all present and future disclosures that we may provide in connection with your loan, without limitation, disclosures and notices under the Federal Equal Credit Opportunity Act and Regulation B, the Federal Truth-in-Lending Act and Regulation Z, the Federal Home Mortgage Disclosure Act and Regulation C, the Internal Revenue Code, the Federal Homeowners Protection Act of 1998, the Federal Real Estate Settlement Procedures Act of 1974 and Regulation X, the Federal Fair Credit Reporting Act, the Federal Fair Housing Act, the National Flood Insurance Act of 1968, the Federal Flood Disaster Protection Act of 1973, the Federal Electronic Fund Transfer Act and Regulation E, the Federal Home Ownership and Equity Protection Act of 1994, the Federal USA Patriot Act of 2001 and Title V of the Federal Gramm-Leach-Bliley Act, together with all rules and regulations that implement the same, as well as all other disclosures that are required by applicable federal, state, and local laws, rules, regulations, and ordinances during the mortgage loan origination process. The Disclosures also include any other information, agreements, disclosures and notices that we wish to provide you in connection with the Loan in an electronic form, even if the information, agreements, disclosures and notices are not required by these laws, rules, regulations or ordinances. At our discretion, we may provide some or all of this documents by mail.
3. You agree to electronic signature in place of written signatures.
4. You agree to keep us informed of any change in your e-mail address by advising us in writing at the address provided below.
5. Upon receipt by us of an e-mail delivery error regarding the PDF file, this agreement will be terminated if correct information is not received within seven (7) days of the error. The information contained in the undelivered file will be mailed to you at the address contained in our records.
6. If we change the minimum hardware or software requirements, and you are unable to receive electronic delivery services, you will be released from this agreement.
7. You may withdraw your consent for electronic delivery services by sending written notice to Peoples Bank of Kankakee County ATTN: Loan Dept, 333 E. Court Street, Kankakee, IL 60901. Upon withdrawal, the documents will be sent in paper form to your address of record at no cost to you.
8. After you provide consent, you may receive, without charge, a paper copy of any Disclosures that have been provided to you electronically by requesting paper copies by any of the three methods: Sending written request to Peoples Bank of Kankakee County ATTN: Loan Dept, 333 E. Court Street, Kankakee, IL 60901; emailing [loans@peoplesbankdirect.com](mailto:loans@peoplesbankdirect.com); or by phone at (815)936-7600.
9. Upon transmission of the e-mail file to your e-mail address, you will have the sole responsibility for maintaining security of the e-mail including, but not limited to, your e-mail provider and users of your personal computer or computer network.
10. You further agree to indemnify and hold us harmless from and against any and all loss, cost, damage, liability, or exposure (including reasonable attorney's fees) that we or you may suffer or incur as a result of the unlawful use, unauthorized use, or misuse by any person of any such e-mail or electronic delivery of statement. You shall bear the entire risk for unauthorized use thereof, whether or not you are negligent.

This agreement is revised periodically, and it may include changes from earlier versions. We reserve the right, with or without cause, to suspend or discontinue the provision of electronic document delivery to you. We also may add to, delete or change the terms of this Agreement. We will provide you with notice of any termination or change as required by law.

By accepting this Agreement, you agree that we may provide account statements, disclosures, and notices to you in electronic form in lieu of paper form.

By placing a checkmark in the "I've read and agreed to the E-Signature and Electronic Disclosures Agreement" you are (1) agreeing to these terms; (2) that your system meets the requirements set forth above; and (3) consenting to receive communications electronically.