

**Brookline Bank**  
**Electronic Banking Account Statement Disclosure and Agreement**

This Electronic Banking Account Statement Disclosure and Agreement "Agreement" is made between you and Brookline Bank ("Bank", "We") and provides your request and consent to receive statements, notices, and documents for your Brookline Bank account(s) by electronic delivery. This Agreement is in addition to the terms and conditions described in Brookline Bank Online Banking Agreement and all other Agreements, Disclosures and Fee Schedules associated with your Brookline Bank accounts and services, which are hereby incorporated by reference.

By clicking on "I Agree" to this Agreement, you agree that we may provide you with your periodic banking account statements, including, but not limited to any future disclosures, amendments, privacy policies, letters, correspondences, and any other notices that may be legally required to be provided to you, in electronic form ("eStatements"). Once enrolled in the eStatements service you will receive your next statements in electronic form and any notices, and documents we have chosen to make available in this manner. If you currently receive check images back with your statement, you understand that you will no longer receive check images back. Check and deposit images as well as transaction history will be available on our Online Banking service for at least 90 days for you to view, but will not be included with your statement.

By clicking the "I Agree" to this Agreement, you also acknowledge your understanding of, and agreement to, the following terms and conditions:

**1. ELIGIBILITY FOR eSTATEMENTS.** You must be enrolled in our Online Banking service in order to sign up for and view eStatements. You agree to be bound by the terms of the Online Banking Agreement and this Agreement becomes part of the Online Banking Agreement. All account types for which the bank generates periodic statements are eligible for eStatements. For a statement, which contains the information for more than one account "Combined Statement," the lead account must be linked to Online Banking and enrolled in eStatements to allow display of the Combined Statement.

**2. ACCESSING YOUR eSTATEMENTS.** You will receive an email notification of all eStatements, which will allow you to log in to your eStatements using your Online Banking ID and password. Your eStatements are also accessible on the bank's Online Banking site upon login. You will need to ensure that your computer software meets the following system requirements in order to view, print, and/or save your eStatements.

- Computer with the capability to access the Internet
- Internet Browser that supports 256-bit encryption and is on the list of supported browsers:  
<http://info.netteller.com/go/Supported-Browsers>
- Adobe Acrobat Reader 6.0 or higher

By selecting "I Agree" to this Agreement, you confirm that you meet the hardware and software requirements required for you to access, view and print your eStatements as contemplated under this Agreement.

We reserve the right to change the hardware or software requirements needed to access or retain electronic records. If we make such a change and the change creates a material risk that you will not be able to access or retain subsequent electronic records, we will provide you with a statement of (i) the revised hardware and software requirements for access to and retention of the electronic records, and (ii) your right to withdraw consent without the imposition of any fees for such withdrawal.

Your statements will be available to you online for 24 months. You will continue to have the option to request historical statements, for which fees may apply; please refer to the applicable Account Agreement and Disclosures for details. If you wish to receive a paper copy of a disclosure or other information presented to you electronically you can contact us by phone at 877-668-2265 or by writing us at Brookline Bank, P.O. Box 470469, Brookline, MA 02447 Attn: Customer Service Center.

We will use reasonable efforts to deliver your eStatements 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 your eStatements because of the existence of any one or more of the following circumstances:

- a. Our website or Online Banking is not working properly and you know or have been advised by us of the malfunction; or
- b. Circumstances beyond our control (such as, 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) prevent proper delivery and we have taken reasonable precautions to avoid those circumstances.

**3. DUTY TO REVIEW PERIODIC STATEMENTS.** You must promptly access/review your eStatement and any accompanying items and notify us in writing immediately of any error, unauthorized transaction, or any other irregularity. If you allow someone else to access your eStatement, you are still fully responsible to review the eStatement for any errors, unauthorized transactions or any other irregularities. Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the eStatement notification date regardless of when you access and/or review your eStatement. If you do not immediately report to Brookline Bank any non-receipt of eStatements or any error, irregularity, discrepancies, claims or unauthorized debits or items, you shall be deemed conclusively to have accepted all matters contained in the eStatements to be true, accurate and correct in all respects.

**4. EMAIL ADDRESS MAINTENANCE.** The Bank will deliver a notice to you via email that your eStatement is ready for viewing through the Online Banking service. It is your responsibility to notify us if you change your email address. You may update your email address by going to the eStatements tab in Online Banking, clicking on Email, and making changes to your information. By selecting "I Agree" to this Agreement, you agree to maintain a valid email address on the Online Banking service. This can be accomplished in the "Options" menu on the Online Banking service.

By selecting "I Agree" to this Agreement, you agree that any failure by you to maintain a valid email address constitutes a lack of ordinary care on your part and that electronic delivery by the Bank to the e-mail address provided by you to the Bank is an exercise of ordinary care by the Bank.

**5. CHANGE STATEMENT DELIVERY METHOD.** At any time and at no charge, you can change the way we send you eStatements by going to the eStatements tab in Online Banking, clicking on "Documents and Settings", and removing the checkmark from the All Account box or remove the checkmark from the account(s) you want to remove from eStatements. When you change your settings, the change will take place the next statement cycle.

**6. ADDITIONAL RECIPIENTS.** If you wish for your eStatements notifications to go to more than one person for an account then that party must be set up on the Additional Recipient tab on the ID under which the account is established.

**7. CHANGES AND/OR TERMINATION.** Except as otherwise required by law, rule, or regulation, we may change the terms of this Agreement at any time. When changes are made we will update this Agreement on Online Banking. Online Banking will be updated on the effective date, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated at an earlier time. If such a change is made, and it can't be disclosed without jeopardizing the security of the system, this Agreement will be updated within thirty (30) days after the change. You will be notified as soon as possible when any changes are made which materially affect your rights. As always, you may choose to decline changes to this Agreement by de-enrolling in the eStatements service. Your continued enrollment in the eStatements service is your acceptance to the Agreement. Changes to fees or terms applicable to eligible accounts are governed by the agreement otherwise governing the applicable account. It is your responsibility to review this Agreement including Brookline Bank's Privacy Policy from time to time in order to be aware of any such changes. The Bank will have the right to terminate this Agreement immediately if you fail to comply with the terms of this Agreement or in the event that the Bank, in its discretion, deems that is in the best interests of the Bank to cease electronic delivery of eStatements to you. If the Bank terminates this Agreement, we will do so by written notice which will be mailed to you and the termination will be effective on the effective date specified on the written notice and not on the date when the notice is mailed or received. In the event there is more than one owner on an account, notice to any one owner shall be effective as to all owners and the account.

By selecting "I Agree" to this Agreement, you agree that:

- You want to receive all eStatements from Bank electronically.
- Your computer system meets all of the hardware and software requirements stated above.

You should print a copy of this Agreement for your records.