

CUSTOMERS BANK

e-STATEMENT SERVICE AGREEMENT

This e-Statement Service Agreement ("Agreement") is a contract that governs your ability to receive periodic statements on your accounts electronically by means of an online electronic statement ("e-Statement") service provided by Customers Bank (the "Service"). In this Agreement the terms "Bank," "we," "us," and "our" refer to Customers Bank, and the terms "you" or "your" refer to the account holder authorized by the Bank to use the Service and anyone else who uses the Service with the permission of the account holder. By using the Service, you agree to, and acknowledge that you have read and understand, the terms and conditions of this Agreement.

1) SCOPE OF AGREEMENT

This Agreement governs your use of the Service. The terms and conditions in this Agreement are in addition to, and do not cancel or supersede, any other Bank account agreements (including, without limitation, our Online Banking Access Agreement), rules, disclosures, procedures, standards, policies, or signature cards relating to your deposits, loans or other business relationships with the Bank (collectively, the "Account Disclosures"). Except as provided in this Agreement, all of the terms, conditions, agreements, disclosures, and fees set forth in the Account Disclosures, as the Bank provides and updates them from time to time, shall remain in full force and effect. If this Agreement conflicts with another agreement or Account Disclosure we have with you, then this Agreement will control and take precedence, only with respect to the Service and only to the extent necessary to resolve the conflict or inconsistency.

Additionally, your access to and use of the Service will be subject to all of the terms or instructions that may appear on a screen when you access the Service, and applicable state and federal laws and regulations.

2) ELIGIBILITY FOR THE SERVICE

In order to use the Service you must be a current Customers Bank Online Banking customer, and you must have previously consented to receive disclosures electronically, in accordance with our Online Banking Access Agreement. You must be an authorized signer on one or more of our deposit accounts that are eligible for the Service. Most of our deposit accounts that have recurring periodic statements, such as checking, savings, and money market accounts, are eligible for the Service. From time to time we may make other types of accounts eligible for the Service. You may contact us to find out which of your account(s) are eligible for the Service by emailing us at contactus@customersbank.com, writing to Customers Bank Online Banking Department, 99 Bridge Street, Phoenixville, PA 19460, or telephoning us at 866-476-2265.

3) DESCRIPTION OF THE SERVICE

The Service allows you to access an electronic version of your paper deposit account periodic statement as a PDF (portable document format) that you can view on our Online Banking

website, save to your computer, and/or print for your records. You acknowledge that the e-Statement PDF is an official statement of record, which is the legal equivalent of the paper written document. If you currently receive images of your cancelled checks with your paper statements, you may also view, save and print online images of the individual checks that posted to your account during the statement period. We will continue to deliver to you by U.S. postal service any legal notices or disclosures that relate to your statements and/or your accounts, such as overdraft/insufficient funds or return item notices and notices of change of terms. From time to time, we may enhance, modify, or delete any feature of the Service in our sole discretion, with appropriate notice to you.

4) ACTIVATION OF THE SERVICE

You may activate all of your eligible account(s) for the Service and consent to the delivery of electronic statements for said account(s) in the following manner: (a) log-in to our Online Banking website at www.customersbank.com ; (b) click on the link for e-Statements in the toolbar to access this Agreement, and then carefully read all of the terms and conditions of this Agreement; (c) read the on-screen instructions for accepting or declining the Agreement; (d) if you decide to accept the Agreement, follow the applicable on-screen prompts in order to indicate your acceptance.

The acceptance by any authorized signer on an eligible account is sufficient to activate the Service for all of your eligible account(s). Once you accept the Agreement and activate the Service, we will stop mailing your paper statements to you for all of your eligible account(s). There may be a delay of up to two full statement cycles before you stop receiving the paper statements in the mail.

5) ACCESSING YOUR e-STATEMENTS

In order to use the Service, you will need a computer and computer software that meets the requirements provided in our Online Banking Access Agreement, as amended from time to time. You will also need a current version of Adobe Acrobat Reader in order to view, save and/or print your e-Statements. To print your e-Statements and, if applicable, check images you will also need access to a compatible printer. We reserve the right to change the required software for the Service from time to time with appropriate notice to you.

6) e-STATEMENT ALERTS

Each statement cycle, when your statement is available through the Service, we will send you an electronic alert to your email address in our records. In order to receive e-Statement alerts, it is your responsibility to update us promptly with any change in your email address or in other information needed to contact you electronically. We do not guarantee the delivery of alert notices, and we are not responsible for email delivery failures beyond our control, including without limitation, incorrect or invalid email address, rejection by your spam filter, or malfunction of your Internet Service Provider, hardware or software. Any alert or other communication will be deemed to be received by you within three (3) calendar days of the date we electronically sent it you, regardless of whether you sign in to our Online Banking service

within that time frame. If you have elected to receive your statements through the Service and not have paper statements mailed to you by the U.S. Postal Service, you agree to maintain a working user ID and password to enable you to sign in to our Online Banking e-Statement website at least once a month to review your e-Statements.

7) CONSENT FOR ELECTRONIC DELIVERY OF STATEMENTS

By accepting this Agreement and then activating your account(s) for the Service, you consent to the electronic delivery of your statements for all of your activated eligible account(s), including any check images normally included with your paper statements. You agree that we may, at our option, apply your current online statement delivery elections for an existing account to any eligible account that replaces it. We always reserve the right to communicate with you in writing by U.S. mail, regardless of what other delivery options you may have chosen through our Online Banking service and/or this Service.

8) WITHDRAWING YOUR CONSENT; CANCELLING THE SERVICE

At any time you may withdraw your consent for electronic delivery of your statements and request us to mail your paper statements again by making your request at any of our branch offices, emailing us at contactus@customersbank.com, writing to Customers Bank Online Banking Department, 99 Bridge Street, Phoenixville, PA 19460, or telephoning us at 866-476-2265. If you cancel the Service, delivery of your paper account statements by U.S. mail will resume within two statement cycles. Statements that we already provided to you through the Service will not be redelivered to you as paper statements. However, you may request copies of your previous statements. Fees may apply for copies; please see your current Bank Account Agreement and accompanying Fee Schedule.

9) SERVICE FEES AND ADDITIONAL CHARGES

There are no Bank fees to use the Service. If in the future the Bank decides to charge fees for the Service, we will provide you with at least 21 days advance written notice of any such change. Notice may be provided by mail to your address of record, and/or via email, if applicable. Fees separately disclosed in our Fee Schedule and other Account Disclosures, as amended from time to time, may apply to specific services and accounts. You also agree to be responsible for any telephone and Internet service provider charges that you may incur by accessing your statements through the Service.

10) LIMITATION OF LIABILITY

The Bank will not be liable to you for any damages or losses suffered or incurred by you in connection with the Service, or any failure to provide, or delay in providing, access to the Service, except (1) as specifically stated in this Agreement, (2) to the extent such damages or losses arise directly from the gross negligence or willful misconduct of the Bank, or (3) as otherwise provided in your Bank Account Disclosure. Notwithstanding any provision of this Agreement or any Bank Account Agreement or Account Disclosure to the contrary, IN NO EVENT WILL THE BANK OR ANY SERVICE PROVIDER HAVE LIABILITY TO YOU OR

ANY THIRD PARTY CLAIMING THROUGH YOU FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INDIRECT DAMAGES OR LOSSES WHETHER ANY CLAIM FOR SUCH DAMAGES OR LOSSES IS BASED ON TORT OR CONTRACT OR WHETHER THE BANK OR ANY SERVICE PROVIDER KNEW OR SHOULD HAVE KNOWN THE LIKELIHOOD OF SUCH DAMAGES IN ANY CIRCUMSTANCE.

11) DISCLAIMER OF WARRANTY

NEITHER THE BANK NOR ANY THIRD PARTY PROVIDER MAKES ANY EXPRESS OR IMPLIED WARRANTY AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICE, AND NEITHER THE BANK NOR ANY THIRD PARTY PROVIDER MAKES ANY OTHER WARRANTY, PROMISE, COMMITMENT, GUARANTEE, OR REPRESENTATION WITH RESPECT TO THE SERVICE EXCEPT THOSE WARRANTIES, PROMISES, COMMITMENTS, GUARANTEES, OR REPRESENTATIONS SPECIFICALLY STATED IN THIS AGREEMENT OR YOUR BANK ACCOUNT AGREEMENT.

12) INDEMNITY

In the event that we incur any costs, damages, liabilities or expenses in relation to your use of the Service, you agree to indemnify and hold us and our service providers harmless from and against all of such costs, damages, liabilities or expenses.

13) WAIVERS

The Bank will not be deemed to have waived any of its rights or powers under this Agreement unless such waiver is in writing and such writing is signed by an authorized representative of the Bank. No delay, extension of time, compromise, or other indulgence that may occur or be granted from time to time by the Bank under this Agreement will impair our rights or powers under this Agreement.

14) AMENDMENTS

We reserve the right to change the fees, charges or other terms described in this Agreement from time to time without notice, except as may be required by law. However, we will mail or deliver a written notice to you at least twenty-one (21) days in advance of the effective date of any additional or increased fees or charges, increased liabilities for you, fewer types of available electronic fund transfers, or stricter limits on the type, amount or frequency of transactions. In addition, if an immediate change is necessary to maintain the security of the system and it can be disclosed without jeopardizing the security of the system, we will provide you with written notice within thirty (30) days after such change.

You may decline a change by notifying us prior to the change's effective date to discontinue the Service. However, if you fail to terminate your Service and you use it on or after the effective date of the change, you will be deemed to have accepted and agreed to the changes, and they will become legally binding upon you.

15) ASSIGNMENT

You may not assign any of your rights, duties and obligations under this Agreement to any other party. The Bank may assign this Agreement to any future, directly or indirectly, affiliated company. The Bank may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

16) GOVERNING LAW

This Agreement is governed by, and is subject to, the laws of the Commonwealth of Pennsylvania, without regard to its choice or conflicts of laws provisions.

17) SEVERABILITY

If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of such provision in other jurisdictions, and of the remaining provisions of this Agreement in all jurisdictions, will not in any way be affected or impaired.