

ELECTRONIC DOCUMENT DELIVERY AGREEMENT

This Electronic Document Delivery Agreement (collective, the "Agreement") specifically governs you receiving your Mountain Commerce Bank account documents electronically. By affirmatively consenting electronically, you agree to receive your account documents electronically and you agree to the Terms of this Agreement.

Please read this Agreement carefully.

By receiving your account documents electronically you are confirming that:

1. You have the equipment and software (documents are in PDF format and may be viewed using Adobe Acrobat Reader - version 9.0 or higher is recommended) necessary to allow you to receive, view, and print your documents electronically for eligible Accounts. It is recommended that you keep your system security current to include Microsoft Security Updates and antivirus software updates.
2. You agree to notify Mountain Commerce Bank if you are not able to receive, view, and print your documents for any reason; at which time Mountain Commerce Bank may mail the disclosures to the address currently on file for your account. You may E-mail us at info@mcb.com or call us at 866-622-1910.
3. You have the equipment and software necessary to allow you to receive, view and print, including, but not limited to, account documents, annual privacy notices, and other notices required by applicable law or any agreement between you and us (each a "Legal Communication").
4. You have a valid E-mail address at which to receive any account documents required.
5. You agree to receive electronically, and we no longer need to send you a paper copy of, any required account document unless required by applicable law or any agreement between you and us (each a "Legal Communication").

Once Mountain Commerce Bank receives your consent to receive electronic account documents, we will send the documents required to the E-mail address that you have provided. You acknowledge that the e-mail notice will constitute delivery of the account documents or Legal Communication, whether or not you view or print it. If the notice is returned to us as undeliverable, we will contact you by mail, via U.S. Postal Service, at the address currently on record, to notify you that we were unable to successfully deliver your account documents. You will be asked to provide to us a valid e-mail address to use for your electronic account document delivery.

Acknowledgement of Risk:

You acknowledge that there are risks associated with sending a notice to an E-mail address. Because E-mail is not private or secure, unauthorized access could be obtained to the notice and information that it contains.

Termination of Electronic Document Delivery Service:

You have the right to withdraw your consent for electronic document delivery at any time. Mountain Commerce Bank may terminate your enrollment in our electronic document delivery service by notifying you at any time. The termination will take place on a date at our discretion.

To withdraw your consent:

- a. Mail a written request to Mountain Commerce Bank at:
P.O. Box 6047, Johnson City, TN 37602; listing the specific documents requested or
- b. E-mail your request to us at info@mcb.com or
- c. Visit one of our branches in Knoxville, Johnson City, Erwin or Unicoi.

Duty to Review Account Documents:

You must promptly access/review your electronic account documents and any accompanying items and notify us immediately of any error, or other irregularity. If you allow someone else to access your electronic account documents, you are still fully responsible to review the electronic account documents for any errors or other irregularities.

Security:

You understand the importance of your role in preventing misuse of your account documents and you agree to promptly examine your electronic account documents for each of your accounts as soon as you access it. You agree to protect the confidentiality of your account and account number, and your personal identification information, as well as your Social Security number. You understand that personal identification information by itself or together with information related to your account, may allow unauthorized access to your account documents. We cannot and do not warrant that all E-mails transmitted to and from us, will not be monitored or read by others.

E-mail address:

You must also notify us with any change in your e-mail address. This information is needed by us to contact you electronically. You may e-mail us at info@mcb.com with any change in your address or you may write to us at our mailing address furnished above. All notifications listed below may be sent to you electronically via the most recent e-mail address you have given to us. We will not be responsible for your non-receipt of these electronic notices and other information sent electronically, if you have not provided us with your current e-mail address.

To obtain a free copy of any of the following Agreements or Disclosures in paper form:

- a. Mail a written request to Mountain Commerce Bank at
P.O. Box 6047, Johnson City, TN 37602; listing the specific documents requested or
- b. E-mail your request to us at info@mcb.com or
- c. Visit one of our branches in Knoxville, Johnson City, Erwin or Unicoi.

Mountain Commerce Bank may provide notices, disclosures, inquiries and other information (“Electronic Documents”) to you by electronic communication during the time that you have the account relationship with us.

You must have a personal computer (PC) with a secure Web Browser and Internet access provided through an Internet Service Provider (ISP), in order to receive Electronic Documents from us. Mountain Commerce Bank will provide you with any revisions to software or hardware requirements needed by you to access and retain subsequent Electronic Records. If such changes create a material risk that you will not be able to access and retain these Documents, you have the right to withdraw from Electronic Document Delivery Services without the imposition of any fee for doing so. Withdrawal of consent by you shall not affect the legal effectiveness, validity or enforceability of Electronic Documents provided or made available to you in accordance with your consent to receive Electronic Documents prior to implementation of your withdrawal of consent. Your withdrawal of consent shall be effective within a reasonable period of time after the receipt of the withdrawal by us.

If I/we agree to receive the foregoing in electronic format, I/we can access Electronic Documents and Mountain Commerce Bank may send Electronic Documents to my/our E-mail address that I/we have provided. I/we agree to notify Mountain Commerce Bank of any updates to my/our E-mail address so that I/we can continue to receive Electronic Documents as applicable.

By acknowledging online, I have reviewed and agree with the Electronic Document Delivery Agreement.