

- B. YOU AGREE THAT IT IS YOUR RESPONSIBILITY TO REVIEW YOUR ACCOUNT STATEMENTS IN A TIMELY WAY REGARDLESS OF WHETHER YOU RECEIVE PAPER ACCOUNT STATEMENTS OR ELECTRONIC ACCOUNT STATEMENTS THROUGH THE eSTATEMENT SERVICE. YOU MUST NOTIFY US OF ANY MISTAKES, ERRORS OR OMISSIONS IN ANY ACCOUNT STATEMENTS WITHIN THE TIME FRAMES SET FORTH BELOW, OR SUCH ACCOUNT STATEMENT SHALL BE DEEMED TO BE COMPLETE AND ACCURATE, AND WE SHALL NOT BE LIABLE FOR ANY SUCH MISTAKE, ERROR OR OMISSION:
- i. FOR IRREGULARITIES RELATING TO AN UNAUTHORIZED SIGNATURE ON, OR ALTERATION OF, A CHECK OR OTHER ITEM, WITHIN 14 DAYS OF THE TIME SUCH ACCOUNT STATEMENT IS MADE AVAILABLE THROUGH THE SERVICE; OR
 - ii. FOR ALL OTHER MISTAKES, ERRORS OR OMISSIONS, WITHIN 30 DAYS OF THE TIME SUCH ACCOUNT STATEMENT IS MADE AVAILABLE THROUGH THE SERVICE OR A LONGER PERIOD IF REQUIRED BY APPLICABLE LAW.
- C. By using the eStatement Service or otherwise consenting to be bound by the terms of this Agreement, you hereby authorize the Bank to transmit Account statements via the eStatement Service. You further hereby authorize each member of the Deutsche Bank Group to disclose details of all Accounts to the Bank and other members of the Deutsche Bank Group for the purpose of supplying the eStatement Service to you and Other Permitted Persons.
- D. You acknowledge that without incurring liability to you, we can refuse to supply any information relating to the Accounts through the eStatement Service for any reason at any time. Notwithstanding Clause 18(C) above, the Bank may, in its sole discretion, decline to permit certain Accounts to be viewed or otherwise accessed through the Service, temporarily or permanently. If, pursuant to this Clause 18(D), Account statements are not made available through the eStatement Service for any Account, Account statements in paper form only shall instead be provided to you.
- E. You can make a written request, at any time, to receive a hard copy paper statement for a specific month.
- F. By completing the eStatement Service enrollment process and signing below, you represent to the Bank that:
- i. you are authorized as owner or behalf of the owner of the designated Account(s) to consent to electronic delivery of Account statements and accept the terms of this Agreement;
 - ii. you have software and equipment required to access, view and print your statements; and
 - iii. you agree to receive the statements for designated Accounts electronically.

19. Disclaimer of Warranties; Limitation of Liability

- A. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SITE AND THE INTERNET BANKING SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SITE AND THE INTERNET BANKING SERVICES IS AT YOUR SOLE RISK. THE SITE AND THE INTERNET BANKING SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE AND OUR SERVICE PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE SITE AND THE INTERNET BANKING SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SITE AND THE INTERNET BANKING SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES ARISING FROM USAGE IN TRADE AND NONINFRINGEMENT.
- B. WE AND OUR SERVICE PROVIDERS MAKE NO WARRANTY THAT:
- i. THE SITE OR THE INTERNET BANKING SERVICES WILL MEET YOUR REQUIREMENTS;
 - ii. THE INTERNET BANKING SERVICES WILL BE UNINTERRUPTED, AVAILABLE 24 HOURS A DAY, SEVEN DAYS A WEEK, TIMELY, SECURE OR ERROR-FREE;
 - iii. THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE INTERNET BANKING SERVICES WILL BE ACCURATE OR RELIABLE
 - iv. THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE INTERNET BANKING SERVICES WILL MEET YOUR EXPECTATIONS; OR
 - v. ANY ERRORS, OMISSIONS OR DEFECTS IN THE TECHNOLOGY WILL BE CORRECTED.
- C. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE OR THE INTERNET BANKING SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE BANK OR OUR SERVICE PROVIDERS THROUGH OR FROM THE SITE OR THE INTERNET BANKING SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.