

## **FIRST STATE BANK ONLINE STATEMENT AND DISCLOSURES AGREEMENT**

### **ONLINE STATEMENT OVERVIEW**

This Online Statement Agreement ("Agreement") applies to checking, savings and money market accounts ("Account") you own at First State Bank. By choosing to receive First State Bank Online Statements ("Online Statements"), statements for all eligible Accounts will be available for you to access online unless you choose otherwise for a particular account. Upon enrolling for Online Statements, you will receive an email notification when your first, and subsequent, Online Statements are available in Online Banking. You will be able to view, print, and save Online Statements to your personal computer. Your online statements will be retained in your Online Banking profile beginning with your first electronic statement and as long as your account(s) remain enrolled for Online Statements.

If you no longer wish to receive Online Statements for a particular Account, you can revert to paper statements by clicking on the Customer Service tab of Online banking, selecting "Change statement delivery method," and selecting the paper option for that particular Account. Note, if you change the delivery method to "paper" and depending upon your account type, there may be a \$3.00 service charge per statement cycle to receive a paper statement when your account is enrolled in Online Banking. For combined statements, the primary Account must be activated to allow Online Statements. Your primary account is the first account presented on your combined statement. Should you have questions regarding this information, contact First State Bank's Customer Care Center at 1-800-994-2500.

### **ONLINE STATEMENTS & DISCLOSURES SERVICE AGREEMENT**

This Online Statement & Disclosures Agreement supplements the terms and conditions that apply to the First State Bank Online Banking application you use, which are set forth in a separate agreement you have previously agreed to.

The words "we," "us" and "our" mean the First State Bank office with which you have your Account, and the words "you" and "your" mean you, the individual who is identified on the Account as the owner or authorized signer on the Account(s) and who is agreeing to be bound by this Agreement, both on your behalf and, if applicable, on behalf of your business as its authorized representative. As used in this Agreement, "Disclosure" means any account statement, authorization, agreement, disclosure, notice, or other information related to your Accounts including, but not limited to, information that we are required by law to provide in writing.

### **1. DISCLOSURES WE WILL PROVIDE TO YOU ELECTRONICALLY**

When you activate Online Statements associated with your Account(s), you agree that we may provide you with any Disclosures relating to your Account(s) in electronic format, and that we will discontinue sending paper Disclosures to you. We will only provide Disclosures to you electronically unless and until you withdraw your consent as described below. Your consent to receive Disclosures electronically includes, but is not limited to:

- Account statements and related Disclosures;
- initial Disclosures or agreements for your Account(s) or associated payment features;
- notices or Disclosures about a change or amendments in the terms of your Account(s) or associated payment feature; and
- privacy statements at [bankfirststate.com](http://bankfirststate.com).

### **2. HOW WE WILL PROVIDE DISCLOSURES ELECTRONICALLY**

All Disclosures will be provided to you electronically in one of several ways. These are either:

- A. by Online Banking Message or email at the most current address we have on record,
- B. by access to a web site that we will identify in an Online Banking Message or email notice we send to you at the time the information is available, or
- C. to the extent permissible by law, by access to a Web site that we will identify in advance for such purpose.

### **3. HOW YOU CAN WITHDRAW CONSENT TO RECEIVE ONLINE STATEMENTS AND DISCLOSURES ELECTRONICALLY**

You may withdraw your consent to receive Online Statements and Disclosures electronically for any of your Accounts by either changing your Statement delivery method within the Customer Service tab of Online Banking or by contacting us at 1-800-994-2500. We may treat an invalid email address or the subsequent malfunction of a previously valid address as a withdrawal of your consent to receive Online Statements and Disclosures electronically.

We will not charge you a fee to process the withdrawal of your consent, however a monthly service fee to receive paper statements may apply depending on the type of account you own. If you withdraw your consent to receive Online Statements and Disclosures electronically, the withdrawal will become effective after your request is processed.

If you close your primary Account or select the paper statement preference for your primary Account, all Accounts included on that combined statement will revert to delivery of the Disclosures by the U.S. Postal Service. Note, you will no longer have access to Online Statements previously received for closed accounts or on accounts for which the delivery method has been changed to a paper statement. Online Banking customers who receive paper statements will be charged a paper statement fee each analysis cycle.

#### 4. HOW YOU CAN UPDATE YOUR RECORDS

It is your responsibility to provide us with an accurate and complete email address, contact, and other information related to this Disclosure and your Account(s). You must maintain and promptly update this information with any changes. You can update your email address in the Customer Service tab of Online Banking. To update all other information, call us at 1-800-994-2500.

#### 5. HARDWARE AND SOFTWARE REQUIREMENTS

In order to access, view, and retain electronic Disclosures, you must have:

- a personal computer, operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying and either printing or storing Disclosures you receive from us electronically via a .pdf file\*, a plain text formatted email or by access to our Web site using one of the browsers specified below;
- an internet browser that meets our minimum requirements:

Operating System	Microsoft Internet Explorer	Apple Safari®	Mozilla Firefox®	Google Chrome™
Windows 7	11.0	N/A	59.0	65.0
Windows 8.1	11.0	N/A	59.0	65.0
Windows 10	11.0, Edge	N/A	59.0	65.0
Mac OS X 10.11 (El Capitan™)	N/A	11.0	59.0	N/A
Mac OS X 10.13 (High Sierra™)	N/A	11.0	59.0	N/A
iPad®	N/A	9.2	N/A	N/A
iPad® mini	N/A	7.1	N/A	N/A

- an email account with an Internet service provider and the appropriate software.

\*To view .pdf files you will need to have a recent version of Adobe Reader installed on your personal computer:

<http://get.adobe.com/reader/>

#### 6. HOW TO REQUEST PAPER COPIES

You can obtain a paper copy of a Disclosure provided to you electronically either by printing it yourself or by requesting that we mail you a paper copy. To request a paper copy of any disclosure, contact First State Bank at 1-800-994-2500. You may incur a service charge for the delivery of paper copies of any Disclosures provided to you electronically pursuant to your authorization. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Disclosure. We will not send you a paper copy of any Disclosure unless you request it or we otherwise deem it appropriate to do so.

#### 7. DISCLOSURES IN WRITING

All Disclosures we provide to you, regardless of the format, will be considered "in writing." You are deemed to receive Disclosures when they are made available to be accessed by you. You should print or download a copy of your Online Statements, this Agreement, your initial authorization to receive Online Statements plus any changes to that authorization, and any other important Disclosures for your records.

## **8. APPLICATION OF FEDERAL LAW**

You acknowledge and agree that your consent to receive Disclosures electronically is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act ("Act"), and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

## **9. TERMINATION/CHANGES**

We reserve the right, at our sole discretion, to discontinue providing Disclosures to you electronically, or to change or terminate the terms and conditions under which we provide Disclosures electronically. We will provide you with notice of any such termination or change in the manner described in Paragraph 2, above. Your decision to continue to receive Disclosures online will constitute your agreement to any such changes.