

## **Electronic Disclosure, Electronic Signature and Electronic Statements Agreement**

Please read this Electronic Records Disclosure and Agreement carefully and save or print a copy for your records. By checking the boxes on the website you consent to the electronic delivery of the disclosures, agreements, change notices, terms and conditions and any other documents. You also agree that we do not need to provide you with additional paper (non-electronic) copies of the disclosures, agreements, change notices, terms and conditions and any other documents, unless specifically requested. Once you consent to the disclosures, you may request paper copies, which may result in a fee.

**Terms:** This Disclosure and Agreement (“Agreement”) is the contract which covers your and our rights and responsibilities concerning the service offered to you by First State Bank, Valliant, Oklahoma. The service permits you to electronically apply for loans, initiate account transactions involving your accounts, communicate with, and to electronically receive disclosures and records regarding your account(s) with First State Bank. In this Agreement, the words “you,” “your,” and “yours” mean those who request and use the service, including any joint owners or any person authorized to use your services. The words “we,” “us,” and “our” mean First State Bank. By using the service, each of you, jointly and severally, agree to the terms and conditions of this Agreement, and any amendments. The terms of this Agreement are in addition to the terms of any deposit account agreements you have with us, including but not limited to the: Truth-in-Savings Disclosures, Funds Availability Policy, Privacy Notice and Electronic Fund Transfers Agreement and Disclosures (“Account Disclosures”), and any change of terms notices.

**Electronic Signature (e-Signature):** You consent and agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action while using any electronic service we offer; or in accessing or making any transactions regarding any agreement, acknowledgement, consent, terms, disclosures or conditions constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to validate your electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or resulting contract between you and First State Bank. You understand and agree that your e-Signature executed in conjunction with the electronic submission of your application shall be legally binding and such transaction shall be considered authorized by you.

**Electronic Statements (e-Statements):** By completing this consent agreement, you agree to permit First State Bank to make disclosures and provide notices to you in electronic form, instead of providing such notices and disclosures in printed form.

You have the right to receive a printed account statement sent to your mailing address of record. By entering into this agreement, you understand that the Bank will cease providing you with a printed statement in the mail, and that all future account statements will be maintained on First State Bank's online banking website where you may access to obtain, review, print and otherwise copy/download your periodic statement. If you choose to retrieve your statements/notifications via First State Bank's online banking product, each statement cycle the Bank will send an email notifying you of the availability of your E-Statement. You may then access your statement via a link to the Bank's website using the procedure the Bank authorizes. You agree to notify the Bank immediately in writing of any change in your email address.

You understand that if you decide in the future that you would like to receive a printed statement in the mail instead of receiving an electronic statement, you agree to notify the Bank in writing. You may be required to sign a consent form regarding the requested change. The Bank's telephone number and postal mail address is First State Bank, PO BOX 775, Valliant, OK 74764, Telephone 580-933-4201.

## Security

You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your eStatement for each of your First State Bank accounts as soon as you receive/access it. You agree to protect the confidentiality of your account and account number, and your user ID and password. You understand that your user ID and password by itself or together with information related to your account, may allow unauthorized access to your account. Data transferred via eStatement is not encrypted. You acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Internet, or e-mail transmitted to and from us, will not be monitored or read by others.

**Password Security.** For security reasons, we will require the use of an individualized password to gain access to your First State Bank statements. If you incorrectly enter your password three times you will be prevented from access to eStatements. If you are prevented access due to incorrect password, please contact us at 580-933-4201

Your logon password is confidential information that should be known only by you. First State Bank will not, for any reason, ask for your logon password. If anyone contacts you and requests this information, contact us immediately. You are responsible for keeping your logon password confidential.

**System Requirements:** In order to receive an electronic copy of the disclosures associated with your credit application, you must have a computer equipped with at least 128-bit encryption, and either a printer or disk drive or other electronic storage device. You must also have software which permits you to receive and access Portable Document Format of "PDF" files, such as Adobe Reader version 8.0 and above (available for downloading at <http://www.adobe.com/products/acrobat/readstep2.html>).

**Requesting Paper Copies of Disclosures:** If, after consenting to receive applicable disclosures electronically you would like paper copies of those disclosures, we will send them to you at no charge. To request paper copies of the applicable disclosures for the electronic service you are enrolling in, contact us using the following information Telephone: 580-933-4201 for a representative- Postal mail: First State Bank PO BOX 775, Valliant, OK 74764

**Updating Your Personal Information:** You are responsible for keeping your e-mail address updated. Any messages containing personal or confidential account information will be sent to the e-mail address you provide. You should keep us informed of any changes in your telephone number, mailing address, or e-mail address by contacting us using one of the methods listed above.

**Disclaimer of Warranties and Limits of Liability:** To the fullest extent permitted by law, First State Bank makes no warranties of any kind for the Services, either express or implied, including but not limited to, implied warranties of merchantability or fitness for a particular purpose. We do not warrant that the Services will be uninterrupted or error free, that defects will be corrected, or that our online banking site is free of viruses or other harmful components. To the fullest extent permitted by law, First State Bank and its employees, officers, directors, Affiliates, agents, licensors, independent contractors or subcontractors, and third party service providers will not be liable to you for any loss, claim, injury, or damage arising out of your use of the Services, any failure of performance, delay, omission, interruption, defect, computer virus, or unauthorized interception of or access to your communications with First State Bank, even if we or any of our employees, officers, directors, Affiliates, agents, licensors, independent contractors or subcontractors, or third party service providers are aware of the possibility of such events. In no event will First State Bank or any of our employees, officers, directors, Affiliates, agents, licensors, independent contractors or subcontractors, or third party service providers be liable to you for any incidental, consequential (including without limitation, loss of data, files, profit or goodwill or the costs of procurement of substitute goods or service), special, indirect, or punitive damages, whether in an action under contract, negligence or any other theory, arising out of or in connection with this Agreement, the Services, or your inability to use the Services, even if advised of the possibility of such damages. The laws of some states may prohibit the limitation of liability for consequential or incidental damages. In those states, to the extent their laws apply, the limitation of liability with respect to consequential or incidental damages (or other damages specified by law in such states) may not apply. First State Bank does not have to honor, in whole or in part, any transaction or instruction that: (1) is not in accordance with any term or condition of this Agreement or your Account Contract; (2) we have reason to believe may not be authorized by you or any Authorized Person; (3) involves funds or other property subject to a hold, dispute, restriction or legal process; (4) we believe would violate any risk control program of the Federal Reserve or the Office of the Comptroller of the Currency, or any applicable rule or regulation of any other federal or state regulatory authority; (5) is not in accordance with any other requirement of our policies, procedures, or practices; or (6) we have other reasonable cause not to honor. In no event will First State Bank be liable for any failure of availability or performance due to scheduled system maintenance or circumstances beyond our control (such as power outage, computer virus, system failure, fire, flood, earthquake, or extreme weather).

**Indemnification** You agree to indemnify, defend, and hold First State Bank and its employees, officers, directors, Affiliates, agents, licensors, independent contractors or subcontractors, and third party service providers harmless from any and all third party claims, liability, damages, and/or costs (including but not limited to reasonable attorneys' fees) arising from, or out of, your use of the Services, any fraud or breach by you of the terms of this Agreement, or your failure to comply with any applicable laws or regulations.

"I hereby accept the terms and conditions as outlined in the above agreement and understand that by confirming, I am submitting my electronic consent."

**Confirmation Number - 0862**