

First State Bank 

917 Military Parkway
Mesquite, Texas 75149

Electronic Delivery of Bank Statements:

CONSENT AND AGREEMENT

1. **Welcome to First State Bank E-Statement Delivery Service.** Our goal is to provide you with an easy and convenient way to receive your periodic statements.

2. **Your Consent** – For the Bank to begin forwarding your Bank Statements to you electronically, we need your consent. Please review the information below prior to giving your consent. By agreeing to have your Bank Statements sent electronically, you also agree to notify First State Bank immediately in writing by mail, secure message, or fax at the numbers set forth in the Attachment to this Consent and Agreement of any change in your email address or any errors or complications relating to your electronic receipt or access of your Bank Statements.
 - ❖ **Your rights/options to receive a disclosure in electronic form** – You have the choice to receive your Bank Statements through electronic delivery. There will be a research fee charge if the Bank needs retrieve paper Bank Statements.
 - ❖ **Whether your consent applies only to a particular transaction or to categories of transactions** – Your consent, which will be given by checking the “I ACCEPT” box and signing the Consent and Agreement and providing it First State Bank, is to authorize the Bank to forward to you electronically your periodic Bank Statements and any other disclosures that the Bank might send to you with your Bank Statements.
 - ❖ **The right to withdraw consent to have records provided electronically, including consequences or fees associated with doing so** – To discontinue this electronic delivery service, you will need to sign a discontinuance of the service or provide the Bank in writing your request to discontinue this electronic delivery service, by mailing or faxing the request to the address or fax number set forth on the Consent and Agreement. It will take up to 45 days for the Bank to implement your request, and after such time you will no longer receive your statements electronically. We will charge no fees for discontinuing the service.
 - ❖ **How the consumer may obtain a paper copy of the record upon request** – You may obtain paper copies of a particular statement with a request by phone, email, or in person with verification of identity. A research fee will be charged; unless internet services are interrupted (fee waivers for statement fees are discussed in paragraph 7).
 - ❖ **Hardware and software requirements for access and retention of the electronic information** – The hardware and software requirements to enable you to receive and retain your Bank statements electronically are discussed in the Requirements section of this Agreement.

3. **Requirements:**

- ❖ **First** - The same terms apply with respect to electronically delivered Bank Statements as for those delivered in paper form and the deposit agreements and disclosures that you have previously entered into with or received from the Bank remain in effect.
- ❖ **Second** – For you to be able to receive and view your statements effectively, you must use an Internet Browser that supports 128-bit encryption. Microsoft Internet Explorer Browser (IE) version 8.0 or higher will enable you to receive and use our service. If you do not have at least the IE 8.0 version, you can visit www.microsoft.com to obtain the latest version of Internet Explorer. Lastly, to view your Bank Statements, you will need Adobe Acrobat Reader 10.0 or greater. This product is available for free at www.adobe.com.
- ❖ **Third** – We will be using our data processor, to securely deliver your Bank Statements. Our data processor will store your Bank Statements electronically for up to 1 year from the date of delivery. You may print or download your Bank Statements to retain copies.

4. **Privacy** – Our privacy policy (that has been previously provided to you) will apply to this service and the policy is incorporated into and made part of this Consent and Agreement. Our data processor is subject to our rules on privacy in relation to your Bank Statements. As discussed in paragraph 6, you must have a unique user name and password to access your Bank Statements. You must have a valid email address to enroll in the Bank’s Internet Banking Services. This email address will be used in accordance with the Bank’s privacy statement to deliver your Bank Statements electronically. It will not be sold or otherwise provided to third parties.

5. **Service Availability** – The bank may change, suspend, or eliminate all or any aspect of this delivery service upon notice to you.

6. **Security** – We are providing this service through our data processor because of its method of maintaining the security of confidential documents. To access your Bank Statements you will be required to adopt a user name and password. Your password must be at least 7 characters in length, containing an alpha numeric combination of at least 1 numeric value. Your user name must be unique to only one bank customer, no duplications will be allowed. To protect the security of your banking information, you must not disclose or share your password with any third party. **In addition, your Bank Statements will not be forwarded to you through email.** You will be notified by email that they are available for viewing.

7. **NO WARRANTY FOR CONTINUOUS OR UNINTERRUPTED SERVICE.** BECAUSE OF THE UNPREDICTABILITY OF THE INTERNET, WE DO NOT GUARANTEE CONTINUOUS OR UNINTERRUPTED ACCESS TO YOUR BANK STATEMENTS THROUGH THE INTERNET. HOWEVER, SHOULD YOU BE UNABLE TO ACCESS YOUR STATEMENTS, YOU CAN CALL THE BANK AT 972-285-6311 AND THE BANK WILL TAKE OTHER MEASURES TO PROVIDE COPIES OF YOUR STATEMENTS TO YOU, PROVIDING IT IS A RECENT STATEMENT AND NOT BEYOND 60 DAYS. OTHERWISE A RESEARCH FEE WILL BE ASSESSED.

8. **LIMIT OF LIABILITY** – YOU AGREE THAT IN NO EVENT WILL WE OR OUR SUPPLIERS (OR ANY OF OUR OR OUR SUPPLIERS SHAREHOLDER, MEMBERS, OFFICERS, DIRECTORS, OR EMPLOYEES) BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OUR SERVICE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY THAT SUCH DAMAGE WILL OCCUR. FURTHER YOU AGREE THAT NEITHER WE NOR OR OUR SUPPLIERS (OR ANY OF OUR OR OUR SUPPLIERS SHAREHOLDERS, MEMBERS, OFFICERS, DIRECTORS, OR EMPLOYEES) WILL BE LIABLE FOR ANY TECHNICAL, HARDWARE, OR SOFTWARE FAILURE OF ANY KIND, ANY INTERRUPTION IN THE AVAILABILITY OF OUR SERVICE. ANY DELAY IN OPERATION OR TRANSMISSION, ANY INCOMPLETE OR GARBLED TRANSMISSION, COMPUTER VIRUS, LOSS OF DATA, OR OTHER SIMILAR LOSS.

TO THE EXTENT WE MAY HAVE BREACHED ANY TERM OF THIS CONSENT AND AGREEMENT, YOU AGREE THAT YOUR SOLE REMEDY IS TO DISCONTINUE USE OF THIS SERVICE. YOU FURTHER AGREE THAT OUR LIABILITY TO YOU IN ANY CASE (WHETHER IN CONTRACT OR TORT) WILL NOT EXCEED AMOUNTS PAID TO US WITHIN THE LAST 90 DAYS (IF ANY) FOR THIS SERVICE.

9. **NOTICES** – If you want to send us a notice in relation to this Consent and Agreement, you must send it by regular mail to the address noted below. We may notify you by sending a notice to your email address or by mailing you notice by U. S. mail return receipt requested to our most current mailing address that we have for you. You agree that any notices sent by email will be deemed delivered and received 48 hours after being sent. You agree that any notices sent by U.S. mail as provided in this paragraph will be deemed delivered and received three days after the date of mailing.

❖ **Address and telephone information for First State Bank is as follows:**

First State Bank
917 Military Parkway
Mesquite, Texas 75149
Telephone: (972) 285-6311

10. **Governing Law** – You agree that this Consent and Agreement is governed by the laws of the State of Texas, excluding any application of conflicts of laws, rules or principals. You agree that the sole jurisdiction and venue for any litigation arising from your use of our service shall be an appropriate federal or state court located in the city in which the Bank's main office is located.

First State Bank E-Sign Agreement

Electronic Delivery of Bank Statements Consent and Agreement Form (E-Statement Delivery)

Please complete this form to enroll in Electronic Delivery of Bank Statements and return to our banking center located in Mesquite, Texas (location address is listed below).

I have read and agree to this Agreement for E-Statement delivery from First State Bank. This Agreement is binding for all accounts registered for this service and can be withdrawn by sending a written request to the banking center address listed below.

_____ **I ACCEPT**
E-Statement delivery

_____ **I DO NOT accept and will**
discontinue use of this service.

I would like to receive: _____ **Paper Statements (not offered for our Reward Checking)**
_____ **E-Statements Only**

❖ List all Checking and Savings Accounts you prefer setup for the service requested above:

Checking:

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Savings:

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Email Address (required for E-Statement Delivery): _____

Signature of Account Owner (Date)

Print Account Owner Name (Date)

917 Military Parkway, Mesquite, Texas 75149
972-285-6311 Fax: 972-289-8042 www.firststatebank.com