

## **First National Bank Electronic Statement (e-Statement) Disclosure and Agreement**

This Electronic Statement (e-Statement) Disclosure and Agreement is made between you and First National Bank and provides your request and consent to receive statements, notices, and documents for your First National Bank account(s) by electronic delivery. These electronic statements, notices, and documents are called “e-Statements”. This Agreement is in addition to the disclosures and terms and conditions you received when opening your account with First National Bank.

By clicking on “I Agree” below, you agree that we may provide you with your periodic bank account statement(s), including, but not limited to any future disclosures, amendments, privacy policies and any other notices that may be legally required to be provided to you, in electronic form. Once enrolled in the e-Statement service you will receive your next statement(s), notices, and documents electronically only. By clicking “I Agree” you also demonstrate that you are able to open the sample statement which can be accessed by the link below.

### **ELIGIBILITY FOR e-STATEMENTS**

You must be enrolled in our online banking product in order to sign up for and view e-Statements. All account types for which the bank generates periodic statements are eligible for e-Statements.

### **MULTIPLE ONLINE ID’S**

E-Statements can only be set up for an account under one online banking ID. If you wish for your e-Statements notifications to go to more than one person for an account then that party must be set up on the Additional Recipients tab on the ID under which the account is established.

### **ACCESSING e-STATEMENTS**

You will receive an email notification each month when your e-Statement is available for viewing/printing. E-Statements are accessible on the bank’s website by logging in using your unique ID and password. You will need to ensure that your computer meets the minimum software/hardware system requirements in order to view, print, and/or save your e-Statements.

- Computer with the capability to access the Internet
  - Modem or broadband connection
- Internet Browser that supports 128-bit encryption and is on the list of supported browsers.
  - <http://info.netteller.com/go/Supported-Browsers>
- Adobe Acrobat Reader 6.0 or higher
  - <http://get.adobe.com/reader>

Your e-Statement(s) and notices will be available to you online for 18 months. You will continue to have the option to request historical paper statements, for which fees will apply; please refer to the applicable account agreement and disclosures for details. If you wish to receive a paper copy of a disclosure or other information presented to you electronically you can contact us by phone at (409) 384-3486 or by writing us at:

First National Bank  
PO Box 700  
Jasper, TX 75951  
Attn: Marsha Adams

### **DUTY TO REVIEW PERIODIC STATEMENTS**

You must promptly access/review your e-Statement and any accompanying items and notify us in writing immediately of any error, unauthorized transaction, or any other irregularity. If you allow someone else to access your e-Statement, you are still fully responsible to review the e-Statement for any errors, unauthorized transactions or any other irregularities. Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the e-Statement email notification date regardless of when you access and/or review your e-Statement. If you do not immediately report to First National Bank any non-receipt of e-Statements or any error, irregularity, discrepancies, claims or unauthorized debits or items, you shall be deemed conclusively to have accepted all matters contained in the e-Statements to be true, accurate and correct in all respects. Please refer to First National Bank Deposit Account Disclosure that addresses Statement Error Reporting timeframes.

### **EMAIL ADDRESS MAINTENANCE**

You understand and agree that it is your responsibility to notify us if you change your email address. You may update your email address by going to the e-Statements tab in online banking, clicking on Email, and making changes to your information. If your electronic mail is returned as undeliverable, we will provide your statements in a paper format via regular mail.

### **CHANGES AND/OR TERMINATION**

Except as otherwise required by law, rule, or regulation, we may change the terms of this Agreement at any time. When changes are made we will update this Agreement on online banking. Online banking will be updated on the effective date, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated at an earlier time. If such a change is made, and it can't be disclosed without jeopardizing the security of the system, this Agreement will be updated within thirty (30) days after the change. You will be notified as soon as possible when any changes are made which materially affect your rights. As always, you may choose to decline changes to this Agreement by de-enrolling in the e-Statements service. Your continued enrollment in the e-Statements service is your acceptance to the Agreement. Changes to fees or terms applicable to eligible accounts are governed by the agreement otherwise governing the applicable account. It is your responsibility to review this Agreement including First National Bank's Privacy Policy from time to time in order to be aware of any such changes.

### **YOUR RIGHT TO WITHDRAW CONCENT**

You may at any time and without charge withdraw your consent to have your statement(s), notices and communication provided in electronic form, by going to the e-Statements tab in online banking, clicking on "Sign Up/Changes", and removing the checkmark from the "All Account" box or remove the checkmark from the account(s) you want to remove from e-Statements. When you change your settings, the change will take place the next statement cycle.

## **DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY**

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the e-Statements provided to you under this Agreement. We do not and cannot warrant that the e-Statement service will operate without error, or that the e-Statement service will be available at all times. Except as specifically provided in this Agreement, or otherwise required by Law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under the Agreement or by reason of your use of the e-Statement service, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty or any other legal theory. First National Bank makes no warranty that:

- The service will be uninterrupted, timely, secure or error-free
- The service will meet your requirements
- The results that may be obtained from the use of the service will be accurate or reliable
- The quality of any products, services, information or other material purchased or obtained by you through the service will meet your expectations
- Any errors in the software will be corrected

The Bank shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from:

- The use or the inability to use the service
- Unauthorized access to your transmission
- Unauthorized alteration of your data
- Statements or conduct of the third party service provider
- Any other matter relating to the service