

## FIRST BANK AND TRUST COMPANY eSTATEMENTS CONSENT AND AGREEMENT

**Welcome!** Welcome to First Bank and Trust Company's eStatements service. This service will allow you to receive your periodic bank statements and/or disclosures in an easy and convenient way.

**Please read this Customer Agreement carefully and print or retain a copy for your records.**

**Your consent.** For First Bank and Trust Company (BANK) to provide your periodic statements and/or disclosures electronically, you must provide consent. Your consent, which will be given by agreeing to this Consent and Agreement electronically, is to authorize the bank to forward to you an e-mail notifying you that your statement/disclosure is ready to be viewed and/or printed within our Internet Banking program.

**System and Equipment Requirements.** Prior to accepting the eStatement product, you should verify that you have the required hardware and software necessary to access and retain documents and disclosures in an electronic format. You will need:

- A computer with Internet access with a browser that can support 256-bit encryption
- Supported browsers are: Microsoft Edge, Google Chrome, Apple Safari or Mozilla Firefox. Not all versions of Internet browsers are supported.
- Software that enables you to view documents in Portable Document Format (PDF) such as Adobe Reader.
- A printer and/or storage medium such as a hard drive, with sufficient storage space for downloading, storing and printing eStatements/disclosures.

With your acceptance, you agree that you have the necessary equipment for accessing and viewing eStatements.

We may revise hardware and software requirements, and if there is a material change that may impact your ability to access the disclosures we will notify you of these changes thirty (30) days in advance.

### **EStatements Customer Agreement**

In consideration of the eStatements services (SERVICES) to be provided by First Bank and Trust Company, the CUSTOMER also agrees as follows:

- CUSTOMER hereby requests and authorizes BANK to send notice of regular periodic statements and/or disclosures to CUSTOMER, in lieu of a paper copy, in electronic format for all accounts designated, to be viewed through the BANK'S Internet Banking Service. By utilizing the SERVICES, CUSTOMER agrees to be bound to all the rules and regulations applicable to CUSTOMER'S deposit account and any other contract for services at BANK as established and amended by BANK.
- CUSTOMER agrees to receive periodic account disclosure information in an electronic format. BANK will provide disclosures in a clear, conspicuous manner that CUSTOMER can print and/or store using the hardware and software specified within this Agreement. A copy of said disclosures may also be viewed at the BANK'S website, [www.firstofminden.com](http://www.firstofminden.com).
- CUSTOMER understands their right to revoke this agreement and thereby withdraw consent to communicate with the BANK electronically. In order to withdraw consent and terminate this agreement, CUSTOMER must notify the bank by phone at 308-832-2030 or in writing delivered to the BANK at the following address: First Bank and Trust Company, PO Box 147, Minden, NE 68959. It may take up to seven (7) days for the BANK to discontinue eStatement delivery. There are no fees associated with rescinding this agreement.
- CUSTOMER understands that he/she has a right to obtain a paper copy of any of the above-described disclosures or eStatements. To obtain a paper copy of any disclosure or eStatement, contact First Bank and Trust Company by phone at the above number, or in writing at the above address. All requests should include the account number and the date of the statement you wish to receive as well as your name and address. In some cases, statement fees specified in the BANK'S schedule of Fees and Charges may apply.
- CUSTOMER agrees to notify the BANK immediately if CUSTOMER is unable to access any of the information that has been delivered by the BANK in an electronic form or manner.
- CUSTOMER is responsible for maintaining an accurate e-mail address in which to receive e-mail notifications. CUSTOMER may change their e-mail address by accessing the Profile area of the First Bank and Trust Company Internet Banking site. CUSTOMER may be required to provide the BANK with signed, written notice if CUSTOMER e-mail address changes.
- Unless otherwise noted, the meaning of terms used in this agreement and in information incorporated herein shall be defined by the applicable provisions of the Nebraska Uniform Commercial Code.
- The laws of the State of Nebraska shall govern this Agreement and all transactions under this Agreement. CUSTOMER acknowledges that he/she has reviewed this Agreement, understands the terms and conditions set forth herein, and agrees to be bound hereby.
- This Agreement may be terminated by BANK at any time and for any reason without advance notice to CUSTOMER. BANK shall not be responsible or liable for:
  - Consequential or incidental damage for negligent performance by BANK of its SERVICES.
  - Delayed delivery, non-delivery, wrong delivery of an e-mail due to unpredictability of the Internet. Inaccurate content except at the originating time of the e-mail.
  - Damages arising from unauthorized access to eStatement SERVICES.
  - Any costs associated with updating, modifying or terminating CUSTOMER'S software or hardware.