

# eStatement Disclosure and User Agreement

**This disclosure regarding eStatements for FirstTier Bank** applies to each account you have with FirstTier Bank where electronic statements are available. The words "we", "our", and "us" mean FirstTier Bank. "You" and "Your" mean the individual(s) who is identified on the account as the owner or authorized signer on the Account(s). As used in the disclosure, "communication" means any periodic statement, authorization, agreement, disclosure, notice, or other information related to your Account, including, but not limited to information that we are required by law to provide to you in writing.

## **By authorizing eStatement delivery for your account:**

- You are enrolling in the eStatement service through online banking, and you are affirmatively consenting to receive your periodic account statements electronically.
- You are agreeing to discontinue the receipt of a paper statement for the checking, savings, money market accounts indicated by you.
- You are agreeing to receive regulatory and disclosure notices through the bank's website.

## Access to your eStatements

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You may receive a monthly reminder when your new electronic statement is available if you access the eAlert section of your Online Banking account and choose "Statement eAlert". This reminder informs you that your statement is available online. Your normal statement cut-off date will not change when you elect to receive eStatements. eStatements will be available for viewing by you for 24 months from the date of delivery. You may find it advisable to print or download your bank statements for permanent retention. For a fee, paper copies of eStatements are available upon request by telephone at (38) 235-4633, or by mail to PO Box 730, Kimball, NE 69145.

## Technical requirements for using eStatements

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In order to access, view, and retain electronic communications that we make available to you, you must have the following:

- Internet access and an Internet email account and address
- Online Banking through FirstTier Bank

- Microsoft Internet Explorer 7.0 or higher with 128 bit encryption or Firefox 2.0
- Adobe Acrobat Reader 8.0 or higher
- A printer or computer disk space for the storage and retention of eStatements.

## Updating Electronic Contact Information

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It is your responsibility to provide us with accurate and complete information regarding email address, contact and other information related to this disclosure and your account(s), and to maintain and update promptly any changes in this information. You can update your email address within Online banking.

## How to discontinue electronic delivery of eStatements

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At any time you may revoke your consent to electronic delivery and instead receive paper statements. To revoke your consent, notify us by telephone at (800) 992-9026, or by mail to PO Box 730, Kimball, NE 69145.

## Termination or changes of eStatement information

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We reserve the right, in our sole discretion, to discontinue the provision of your electronic communications, or to terminate or change the terms and conditions on which we provide electronic communications. We will provide you with notice of such termination of change as required by law.

## Federal Law and Consent

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

## eAlert Terms & Conditions

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FirsTier Bank's email and text alerts enable you to receive certain information regarding eligible accounts you have selected for the service. By subscribing to this service, you acknowledge that you are aware of and agree to the terms and conditions hereof, which terms are made a part of your Online Banking agreement. You may receive alerts through a text or web-enabled mobile device, and email account that is accessed via a personal computer, or both. It is your responsibility to determine if your service provider supports text messaging and your telephone or other mobile device is capable of receiving text messages. The alerts are also subject to the terms and conditions of your agreement(s) with your cellular phone carrier, Internet and/or other service provider. The alerts may be subject to text messaging charges by your carrier. You are responsible for any fees imposed by your service providers. Alerts are not designed to replace any other notices we send to you. You agree to continue to review all correspondence from us regarding your accounts and services with us. If we do not send or you do not otherwise receive an alert we send, or such is delayed or misdirected for any reason, such does not affect your liability, rights or responsibilities with respect to your accounts and services and you agree that we will not be liable for our failure to send alerts as described herein. We reserve the right to terminate this service or begin charging a fee for this service at any time without notice, except as may be required by law. Nothing herein shall amend, supersede or nullify any other agreement you may have with us.

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