# First Bank & Trust Company Electronic Statement Services Agreement

This agreement describes your rights and obligations as a user of First Bank & Trust Company ("FB&T") Electronic Statement Services. Please read this Agreement carefully.

### **Agreement**

The terms and conditions of the deposit agreements and disclosures for each of your FB&T accounts, as well as your other agreements with FB&T, such as loans, continue to apply notwithstanding anything to the contrary in this Agreement.

This Agreement is also subject to applicable federal laws and the laws of the State of Oklahoma (except to the extent this Agreement can and does vary such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. You may not assign this Agreement. This Agreement is binding upon the parties hereto and certain obligations of the parties pursuant to the Agreement will by their nature continue beyond termination, cancellation or expiration of this Agreement.

In addition to this agreement, you agree to be bound by and comply with the requirements of the agreements applicable to each of your accounts, including specifically the terms of the First Bank Internet Banking Agreement. Your use of the First Bank Electronic Statement Services is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures received by you when you opened your accounts with FB&T, including the charges that may be imposed for use of these Services.

#### **Services Provided**

In consideration of the Electronic Statement services ("Services") to be provided by FB&T pursuant to this Electronic Statement Services Agreement ("Agreement"), the Customer agrees as follows:

Customer hereby requests and authorizes FB&T to send notice(s) of regular periodic account statement(s) to Customer or their agent, in lieu of paper copy, in electronic format for all accounts designated through the enrollment process. By utilizing the Services, Customer agrees to be bound by all rules and regulations applicable to Customer's deposit account and any other contract for services at Bank as established and amended by FB&T at any time. Customer agrees that Electronic Statements satisfy any and all requirements for FB&T to send periodic written statements or notices for all accounts enrolled in the Services.

Customer further agrees to receive initial and periodic account disclosure information in an electronic format. Customer acknowledges that electronic disclosures satisfy any and all requirements for FB&T to send initial and periodic disclosures for all accounts enrolled in the Services. Bank will provide this information in a clear, conspicuous manner that the Customer can print and/or store. A copy of said disclosures may also be viewed on FB&T's website, www.fbt.bank.

The consent granted to receive electronic statements and electronic initial and periodic disclosures applies to all accounts designated through the enrollment process. Any subsequent accounts opened by Customer will automatically be enrolled in electronic statements, unless expressed otherwise by Customer. Customer understands their right to revoke this Agreement and thereby withdraw consent to communicate with FB&T electronically. In order to withdrawal consent and terminate this Agreement, Customer must notify FB&T. Termination of the agreement will be

effective within 30 days of FB&T's receipt of the written termination notice.

Customer has a right to obtain a paper copy of any of the above-described disclosures or electronic statements. To obtain a paper copy, the Customer must make a specific request to the bank location where you have your account. In some cases, research fees specified in FB&T's Schedule of Fees and Charges may apply to the Customer's request pursuant to this paragraph.

Customer is required to provide FB&T with an electronic mail address. Customer agrees to notify FB&T immediately if Customer is unable to access any of the information that has been delivered by the Bank in an electronic form or manner or if Customer's electronic mail address changes. Please allow 3 business days for your new e-mail address to be updated within the Bank's System. Customer understands the Bank will attempt to send electronic statement notification to the e-mail address Customer has provided twice per statement cycle.

If the message is returned as "undeliverable," FB&T will make best efforts to obtain a current email address. If those efforts are unsuccessful, Customer's account may be reverted back to paper statements and notices.

## Requirements

A personal computer or mobile device with internet connectivity capable of receiving, accessing, displaying, saving, or printing disclosures that you may receive from First Bank either via email or by accessing the disclosures on fbt.bank, is required. FB&T's online banking systems and fbt.bank are designed to operate using the latest operating system and browser combinations. It is important to keep your personal computer's operating system and browser version current to ensure maximum security and user experience.

#### **General Terms**

Changes to Charges, Fees or Other Terms: We reserve the right to change the charges, fees or any other terms described in this Agreement without further notice to you. A notice may be posted on the FB&T web site or mailed at least thirty days in advance of the effective date of any changes. You can choose to accept or decline changes by continuing or discontinuing the use of the Services. The applicable deposit account disclosure and Schedule of Services and Fees govern changes to fees applicable to specific accounts. You agree that all charges will be deducted from your primary account.

Errors and Questions: In case of errors or questions regarding your electronic statements, call 1-580-336-5562 or write us at:

First Bank & Trust Company

P .O. Box 878 Perry OK 73077

Attn: Electronic Statements

This Agreement may be terminated or limited by FB&T upon reasonable notice for any reason at FB&T's sole discretion.

## **Governing Law**

This Agreement is governed by the laws of the State of Oklahoma and applicable federal law.