First Security Bank Electronic Delivery of Bank Statements and eAlert Consent and Agreement

- **1. Welcome!** Welcome to First Security Bank's Electronic Bank Statement delivery and eAlert Service. Our goal is to provide you with an easy, convenient and efficient way to receive your periodic Bank Statements and eAlerts.
- 2. Your Consent- In order for the Bank to begin forwarding your Bank Statements and eAlerts to you electronically, we need the consent of all account holders. Please review the information below prior to giving your consent. By agreeing to have your Bank Statements and eAlerts sent electronically, you also agree to notify First Security Bank immediately of any change in your email address or any errors or complications relating to your receipt or access of your Bank Statements and eAlerts. This may be done via Online Banking.
- **3.** Your rights/options to receive a disclosure in paper form- If you elect to receive your Bank Statements and check images through electronic delivery, the Bank will no longer send your statements through the mail. By signing a paper copy of this Consent and Agreement and providing it to First Security Bank, you are giving the Bank your consent. The Bank is then authorized to electronically forward your periodic Bank Statement and any other disclosures that the Bank might send to you with your Bank Statements or other required disclosures relating to your accounts. You still maintain the ability to request a paper copy of an electronic communication by telephone at (309) 359-3961, or by mail to 101 E. Fast Avenue, P O Box 290 Mackinaw, IL 61755. We may charge you a reasonable service charge as disclosed in the terms and conditions of your account for the delivery of paper copies of any communication provided to you electronically pursuant to this authorization.

The right to withdraw consent to have records provided electronically- In order to discontinue this electronic delivery service, you can email your request to the bank, or you can request a discontinuance of this service by calling our Online Banking Representative at (309) 359-3961. Your statements will still be available online.

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 and eAlerts electronically are discussed below in **Our Requirements**.

Our 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 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 128bit encryption. Also, to view your Bank Statements, you will need the newest version of Adobe Acrobat Reader. This product is available for free at http://adobe.com. You may print or download your Bank Statements to retain copies of them. 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 security information by accessing Online Banking (User settings- change email). In order to update other information relating to your account, you may contact us via email at online banking, eAlerts and messages, by telephone at (309) 359-3961, or by mail at 101 E Fast Ave, P O Box 290, Mackinaw, Illinois 61755. Please do not send confidential information to us through email.

- **4. Privacy-** Our privacy policy (which has been previously provided to you and is available at all branch locations as well as online) will apply to this service and the policy is incorporated into and made a part of this Consent and Agreement. An email address is required for delivery via Online Banking. This email address will be used in accordance with the Bank's privacy statement to deliver your Bank Statements and eAlerts to you. It will not be sold or otherwise provided to third parties.
- **5.** Service of Availability- First Security Bank may change, suspend or eliminate all or any aspect of this delivery service upon notice to you. The level of importance will determine the delivery of notification.
- 6. Security- In order to access your Bank Statements and eAlerts you will be required to have an Online Banking user name and password. Online Banking is a free service. Your password must be at least 6 characters and contain a mix of uppercase letters, lowercase letters, numbers and symbols. In order to protect the security of your banking information, you must not disclose or share your password with any third party. Bank Statements will never be forwarded to you through email. Email is not a secure medium, and you should refrain from sending personal information via email. The bank will not solicit account information from you through email. Your private information such as account number, social security number, password and/or user code will never be solicited by First Security Bank via email request. If you receive email communication asking for this type of data, you should not respond to the email.
- **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 and eAlerts through the internet. However, should you be unable to access your statement, you can call the bank at (309) 359-3961and the bank will take other measures to provide copies of your statements to you.

- 8. LIMIT OF LIABILITY- You agree that in no event will we or our suppliers (or any of Shareholders, Members, Officers, Directors or Employees, or Supplier's shareholders) 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 our suppliers (or any of Shareholder, Members, Officers, Directors or Employees, or Supplier's shareholders) 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 not) 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 may send it by email or by regular mail to:

First Security Bank Attn: Online Banking P O Box 290 Mackinaw, IL 61755

We may notify you by sending notice to your email address. Or by mailing you notice via U.S. mail, return receipt requested, to our most current mailing address we have for you. You agree that any notices sent by email will not be deemed delivered and received up to 48 hours after being sent. You agree that any notices sent by U.S. mail as provided in this paragraph will be delivered and received five days after the date of mailing.

- **10. Arbitration-** You agree that any claim or controversy relating to this Consent and Agreement will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. You agree that any claim or controversy you may have will be arbitrated on an individual basis and will not be consolidated in any arbitration with any claim or controversy of any other party. You agree that the arbitration will be conducted in the city in which the Bank's main office is located and that judgment on the arbitration award may be enforced by any court having proper jurisdiction.
- **11. Governing Law-** You agree that this Consent and Agreement is governed by the laws of the State of Illinois. 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 Tazewell County, Illinois.

12.Mobile eAlerts Terms & Conditions- First Security Bank's email and text alerts enable you to receive certain information regarding eligible accounts you have selected for 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, an 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.

We will send alerts based upon the instructions you provide to us. In addition to any other obligations you may have, it is your responsibility to correctly enter and keep current any email address and/or mobile device number activated with Mobile Banking Service, as required for the type of alert you have selected. We may send these alerts in any unencrypted format. You consent to delivery by the method you have selected and to sharing of information with anyone who may have access to your telephone, mobile, computer, or other device.

Alerts are not designed to replace any 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 anytime without notice, except as may be required by law. Nothing herein shall amend, supersede, or nullify any other agreement you may have with us.

Please sign below and return the original to your localbranch or mail to:First Security BankAttn: Jamie SmallP O Box 290Mackinaw IL 61755

Please list all accounts for which you would like to stop receiving paper statement(s).

Signature(s) of Account Holders (all account holders must sign)

Date SignedCurrent email address

All accounts have been verified, and all required account owners have signed.

First Security Bank Representative

Date Verified