



# FARMERS TRUST & SAVINGS BANK

West Side • Williamsburg Square • (319) 668-2525 • Member FDIC  
Time, Temperature & Weather: 668-2255 • [www.ftsbia.com](http://www.ftsbia.com)

## **e-STATEMENT SERVICE AGREEMENT**

### **THE SERVICE**

By executing this authorization form, you, other owners, or authorized representatives of the accounts designated (“Designated Accounts”) on this form, may receive electronic notice and delivery of account statements, account records and other information (“Documents”) from Farmers Trust & Savings Bank (“Bank”) for the Designated Accounts by access through the Online Express Internet Banking secure web site as described herein (“e-Statement Service”). The e-Statement Service allows receipt of or access to an electronic version of paper-based bank account statements for the prior 13 months and for other documents for at least 90 days. This service is provided to you free of charge and provides you flexibility to save and print account statements at any given time. You will be notified through e-mail when your statement is ready for viewing (“Notice”). You must validate your e-mail address upon enrollment. Three attempts will be made to notify you that a statement is available to view.

### **USING THIS SERVICE MAY STOP DELIVERY OF PAPER RECORDS**

By your agreeing to use the e-Statement Service to electronically access, review, download and print statements and other information for the Designated Accounts, the Bank will no longer deliver such information in paper form.

### **SOME TRANSACTION RECORDS MAY CONTINUE TO BE DELIVERED IN PAPER FORM**

Even though you have requested electronic delivery of account statements through Online Express Internet Banking, the Bank, at its discretion, may deliver in paper form to your last mailing address of record certain notifications and other information for the Designated Accounts.

### **E-MAIL WILL BE YOUR ONLY NOTICE THAT YOUR RECORDS HAVE BEEN POSTED FOR ACCESS AND REVIEW**

The only notice you will receive advising you Documents have been posted to the Online Express Internet Banking web site will be by e-mail sent to the single, specific e-mail address selected and confirmed by you (“Designated E-Mail Address”). Any Notice sent by the Bank to the Designated E-Mail Address will constitute sufficient and effective delivery and notice to you, all owners, or authorized representatives, whether or not you access or review the Notice, Online Express Internet Banking or specific Documents, and shall be deemed to have been delivered to you personally, whether actually received or not. You agree to maintain access to Online Express Internet Banking in a manner that gives you continuous ability to access, review, download and print your Documents and to receive and access all Notices to you at the Designated E-Mail Address. You agree and consent that access through the e-Statement Service to one copy of an account statement, notice or disclosure required under applicable law or regulation, constitutes sufficient and effective delivery to you personally of such document as required by applicable law, rule or regulation.

### **YOU MAY STOP THE E-STATEMENT SERVICE AT ANY TIME**

You or any other owner may revoke consent for the e-Statement Service at any time by un-enrolling your account(s) using any of the following methods: 1) send us a secure message (You can send us secure by clicking the [Send Us a Secure Message](#) link shown in the Quicklinks section of any page on our public internet website); or 2) contact us in writing.

## **TERMINATION**

Electronic posting of your Documents on Online Express Internet Banking and transmission of related Notices will continue until termination of the e-Statement Service; closure of the Designated Accounts; or termination of your access to Online Express Internet Banking. The Bank may terminate the e-Statement Service for any or all Designated Accounts at any time. Upon termination, delivery of paper copies of Documents will resume within a reasonable time. Termination of the e-Statement Service does not affect the validity or legal effect of any Document delivered to you or any owners through the Online Express Internet Banking service.

## **REJECTED E-MAIL ALERT NOTICES WILL CANCEL THIS SERVICE**

If the Bank attempts to send a Notice to the Designated E-Mail Address and receives three (3) consecutive reports from an e-mail service provider or other source that the e-mail is undeliverable, the Bank will automatically un-enroll you and any other owners and cancel the e-Statement Service for all Designated Accounts.

## **YOU MAY RECEIVE A PAPER COPY OF AN ACCOUNT STATEMENT AT ANY TIME**

The Bank will send you a paper copy of your Documents previously delivered through the e-Statement Service at your request. The Bank's standard fee then in effect and charges for paper delivery of account statements and other notifications will apply. Paper copies of Documents can be requested by contacting the Bank at (319)668-2525. A request for a paper copy does not cause a termination of the e-Statement Service. A paper copy of Documents can be obtained until the copy is no longer required to be maintained by the Bank as a record for the Designated Account under applicable law or regulation.

## **APPROPRIATE COMPUTER EQUIPMENT AND SOFTWARE ARE REQUIRED**

You agree that you have or will have access at all times to a personal computer or other device with capabilities that support, at your cost, the e-Statement Service requirements. These requirements include the ability to receive and view Notices and Documents in HTML and PDF format, an Internet browser using 128-bit encryption, Internet access and e-mail access. If the method of electronic delivery changes so as to require additional software, upgrades, plug-ins or additional security features in the hardware or software system used by you, you may terminate the e-Statement Service or you agree to upgrade your hardware or software system to the required standards. The necessary software, applications or other feature(s) will be made available to you by appropriate hyperlinks on the Bank's public website.

## **E-SIGN ACT AUTHORIZATION PROCEDURE**

The E-Sign Act requires you demonstrate your hardware and software capability by accessing an electronic disclosure in the format the e-Statement will be provided. To accomplish this, the Bank will require you to access a PDF document containing an e-Statement Enrollment Code. You will need to confirm the e-Statement Enrollment Code back to us to begin receiving e-Statements. Failure to complete this authorization procedure within 30 days of opening an account which requires an e-Statement will result in your deposit account being converted to a deposit account type which does not require an e-Statement.

## **YOU MAY INCUR ADDITIONAL COSTS FOR USING THE SERVICE**

You understand that your accessing your Documents through Online Express Internet Banking and receiving Notices may incur certain costs associated with e-mail, electronic access, downloading, online time and subscription costs associated with Internet and telecommunications service providers, paper and printing costs, and equipment or software upgrades if necessary. You agree that you will pay all such costs and expenses in connection with your use of the e-Statement Service.

## **INTERNET SERVICES AND E-MAIL MAY BE SUBJECT TO CERTAIN RISKS AND DISRUPTION**

Certain risks are associated with the transmission of confidential Documents and Notices through the Internet. These risks include, but not limited to, unauthorized access, systems outages, delays, disruptions in telecommunications services and the Internet. E-mail is not private or secure. The Notice sent to you by e-mail is an unencrypted, automatic alert. Although such Notice is not intended to contain personally identifiable confidential financial information, it may contain in its design part or all of your name or

other identifier which could be seen or intercepted by others if delivered to your business address or other computers or electronic devices not exclusively under your control. You will not respond to the Notice by return e-mail or use it to request information, service, paper copies or other items or to revoke consent. The Bank will not be responsible to act upon requests made in this manner.

### **YOU MUST MAINTAIN A DESIGNATED E-MAIL ADDRESS, INTERNET ACCESS AND REVIEW ALL TRANSACTION RECORDS**

You must immediately advise the Bank of all changes or updates to your Designated E-Mail Address or if it becomes inoperative or inactive. You agree to immediately identify another Designated E-Mail Address to be used for the e-Statement Service. It is each owner's sole responsibility to access and review promptly the Documents upon receipt of a Notice. All terms in the Documents for the Designated Accounts are binding on each owner of the Designated Account just as if they were delivered in paper form. The Documents are delivered in a manner to allow you immediate access to download and print them on your personal computer or device.

### **THIS AGREEMENT AMENDS AND IS IN ADDITION TO ALL OTHER AGREEMENTS**

The terms, conditions, authorization and consent in this e-Statement Service Agreement constitute an agreement ("Agreement") by you to use the e-Statement Service as described herein. This Agreement may be modified or amended by the Bank upon a Notice sent to you or posted to the Bank's public website. Your continued use of the e-Statement Service after such notification of change shall be understood as your agreement to be bound by all such changes. This Agreement is in addition to and part of the terms and conditions of the other agreement(s) governing your use of Online Express Internet Banking and your accounts and relationship with Farmers Trust & Savings Bank.

### **MISCELLANEOUS**

This Agreement shall be governed by and construed in accordance with federal laws and the laws of the State of Iowa. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. This Agreement embodies the entire understanding and agreement between you and Farmers Trust & Savings Bank with respect to the e-Statement Service and supersedes any prior understandings and agreements relating thereto.

### **ELECTRONIC CONSENT TO THE SERVICE**

By submitting the e-Statement Application, you acknowledge your execution and acceptance of this Agreement and your authorization and informed consent to the electronic Notice and delivery of Documents for your Designated Accounts as described hereto. By executing this Agreement and accepting its terms and conditions, you represent and warrant that you are authorized to do so on behalf of all owners and other authorized representatives for the Designated Accounts and you confirm your ability to access, open and read Documents delivered in the formats described in this Agreement.

Revised: October 17, 2014