

ELECTRONIC STATEMENT AGREEMENT

Electronic Account Statement Agreement

First National Bank's (Bank) Electronic Account Statement and Deposit Account Agreement ("Agreement") governs use of the Bank electronic delivery service. As used in this document the words "you" and "your" refer to Bank's customer(s) and their use of the Service. The words "we" and "our" refer to the Bank. The Agreement explains the terms and conditions governing the Bank Electronic Statement delivery service offered through the Bank. By using the service, you agree to the following terms and conditions contained in all applicable Bank Account agreements. This Agreement will be governed by and interpreted in accordance with Federal laws and regulations, or to the extent there is no applicable Federal law or regulation, by the laws of the State of Nebraska. By acknowledging below or otherwise using the service, you agree to use the Service only for bona fide and lawful purpose permitted under Bank Agreement.

Term & Conditions:

1. To receive Bank electronic delivery services, you must have a working connection to the Internet with e-mail capability to open Portable Document Format (.PDF) files. To protect your information, you should have updated firewall, antivirus and spyware software at all times.
2. Upon enrollment, your periodic account statements, legal notices, disclosures, or other Email notices will be provided to you electronically. You may request paper copies by sending your requests to the Bank address provided. All terms from your Deposit Account Agreements, regulations, law, and contracts remain in effect.
3. You agree to provide us with your current Email address. You agree to keep us informed of any change in your Email address by advising us immediately in writing at the Bank address provided.
4. With proper notice we may change the terms of this agreement. Your continued use of Bank services indicates your acceptance of any change in terms. You agree that your applicable deposit agreements and disclosures govern any changes.
5. Any e-mail delivery error regarding the statement PDF file may result in the termination of this agreement. The information contained in the undelivered file will be mailed to you at the mailing address contained in our records.
6. If we change the minimum hardware or software requirements (available upon request), and you are unable to receive electronic delivery services, you will be released from this agreement without any penalty or consequence to you.
7. You may withdraw your consent for electronic delivery services by sending written notice to the Bank address provided. Upon withdrawal, the documents will be sent in paper form to your address of record.
8. The Bank reserves the right to terminate this agreement at any time. Following termination of the electronic delivery service by either party, a new enrollment agreement will be required to reinstate this service.
9. Upon transmission of the e-mail file to your e-mail address, you will have the sole responsibility for maintaining security of the e-mail including, but not limited to, your e-mail provider and users of your personal computer or computer network. Your duty to access and review your e-statement begins upon date of transmission.
10. You further agree to indemnify and hold us harmless from and against any and all loss, cost, damage, liability, or exposure (including reasonable attorney's fees) that we or you may suffer or incur as a result of the unlawful use, unauthorized use, or misuse by any person of any such e-mail or electronic delivery of statement. You shall bear the entire risk for unauthorized use thereof whether or not you are negligent.

E-MAIL ADDRESS _____*

ELECTRONIC STATEMENT ACCOUNT NUMBER: _____*

(Please list all accounts to be enrolled) (*Required)

CUSTOMER ACKNOWLEDGEMENT:

By signing, I acknowledge that I have received a copy, read and agree to the terms and conditions herein as governed by my account contract. I understand that an Email will be sent to the Email address provided, informing me when my account statement is available. I acknowledge that the internet is inherently insecure and that all data transferred, including Email, occur openly on the internet. The Bank cannot and does not warrant data transfers to or from the Bank.

(Signature) (Date)

Bank use only: Received by: _____ Date Received: _____