

**First National Bank and Trust** is pleased to offer Email Statements. These statements are an electronic version of the paper statements that are delivered to customers, and will include check images. Since email statements do not rely on postal delivery, a customer can have access to their statement earlier. Email statements are sent by 3:00 p.m. the next business day following a statement cycle cut. The customer will receive an email notification following the statement cut and can retrieve the statement from the CSI E-Safe secure website. Please contact the bank in order to receive both paper and electronic statements. Email statements are free, but a fee may be charged to receive both email and paper copies.

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

- Personal Online Banking requires an internet browser that supports 128 bit encryption;
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit;
- Adobe® Acrobat® Reader® 5.0 or higher;
- An e-mail account with Internet Service Provider and e-mail software in order to participate in our electronic communications programs;
- A personal computer, operating system and telecommunications connections to the internet capable of receiving, accessing, displaying, and either printing or storing, communications received in electronic form from us via a plain text-formatted e-mail or by access to our web site using one of the browsers specified above.

Electronic statements may be viewed within First National Bank and Trust's online banking system. To apply for online and mobile banking, go to our website and click "Enroll" in the Online Banking login box.

To enroll for electronic statement delivery without using online or mobile banking, please complete the agreement on the following pages and submit it at any of our locations or mail to:

**First National Bank and Trust**  
**P. O. Box 100**  
**London, KY 40743**  
**Attention: Email Statements**

# First National Bank and Trust Online Statement Disclosure And Authorization

## ELECTRONIC DELIVERY OF BANK STATEMENTS CONSENT AND AGREEMENT

**1. Welcome!** Welcome to the Bank's Online Electronic Bank Statement Delivery Service. Our goal is to provide you with an easy and convenient way to receive your periodic Bank Statements.

**2. Your Consent.** For the Bank to begin forwarding your Bank Statements to you electronically, we need your consent. Please review the information below prior to giving your consent. By agreeing to have your Bank Statements sent electronically, you also agree to notify the Bank immediately by telephone or fax at the numbers set forth in the Attachment to this Consent and Agreement of any change in your email address or any errors or complications relating to your electronic receipt or access of your Bank Statements.

• **Your rights/options to receive a disclosure in paper form** — If you elect to receive your Bank Statements through electronic delivery, the Bank will no longer send you your statements through the mail. If you want to receive your statements electronically and in paper form through the mail, you may be charged a fee for the service of receiving your statements in both electronic and paper form.

• **Whether your consent applies only to a particular transaction or to categories of transactions** — Your consent, which will be given by signing a paper copy of this Consent and Agreement and providing it to the Bank, is to authorize the Bank to forward to you electronically your periodic Bank Statements and any other disclosures that the Bank might send to you with your Bank Statements, such as Truth in Lending disclosures or other required disclosures relating to your accounts.

• **The right to withdrawal consent to have records provided electronically, including any consequences or fees associated with doing so** — To discontinue this electronic delivery service, you can email your request to the Bank or you can request a discontinuance of the service by calling the Bank. The email address and phone number for the Bank are set forth in the Attachment to this Consent and Agreement. It will take up to 45 days for the Bank to implement your request, and after such time you will no longer receive your statements electronically. We will charge no fees for discontinuing the service.

• **The consumer may obtain a paper copy of the record upon request** • - The steps you must take to obtain paper copies of a particular statement and the related fees are set forth in the Attachment to this Consent and Agreement.

• **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 electronically are discussed below in **Our Requirements**.

**3. 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 with or received from the Bank remain in effect.

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

- Personal Online Banking requires an internet browser that supports 128 bit encryption;
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit;
- Adobe® Acrobat® Reader® 5.0 or higher;
- An e-mail account with Internet Service Provider and e-mail software in order to participate in our electronic communications programs;
- A personal computer, operating system and telecommunications connections to the internet capable of receiving, accessing, displaying, and either printing or storing, communications received in electronic form from us via a plain text-formatted e-mail or by access to our web site using one of the browsers specified above.

Additionally, we will be using a service called **CSI eSafe** to safely and securely deliver your Bank Statements. CSI

eSafe will store your Bank Statements electronically for 90 days from the date of delivery. You may print or download your Bank Statements to retain copies of them. You may subscribe to CSI eSafe's long-term storage service if you want to retain your Bank Statements online in secure electronic storage for more than 90 days. A file will be included with your Bank Statement delivery that will contain a list of all your banking transactions. That file can easily be imported into a number of money management programs including Intuit's Quicken and Microsoft's Money.

**4. Privacy.** Our privacy policy (that has been previously provided to you) will apply to this service and the policy is incorporated into and made part of this Consent and Agreement. CSI eSafe is subject to our rules on privacy in relation to your Bank Statements. As discussed in paragraph 6 below, you must have a unique user name and password to access your Bank Statements. Your user name must be a valid email address. This email address will be used in accordance with the Bank's privacy statement to deliver your Bank Statements to you. It will not be sold or otherwise provided to third parties.

**5. Service Availability.** The Bank may change, suspend or eliminate all or any aspect of this delivery service upon notice to you.

**6. Security.** We are providing this service through CSI eSafe because of its method of maintaining the security of confidential documents. To access your Bank Statements you will be required to adopt a user name and password. Your password must be at least eight characters and contain a mix of letters and numbers. **Your user name must be a valid email address.** To protect the security of your banking information, you must not disclose or share your password with any third party. In addition, your Bank Statements will not be forwarded to you through email. You will be notified by email that they are available for you to access on the CSI eSafe server.

**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 THROUGH THE INTERNET. HOWEVER, SHOULD YOU BE UNABLE TO ACCESS YOUR STATEMENTS, YOU CAN CALL THE BANK AT THE NUMBER SET FORTH IN THE ATTACHMENT ACCOMPANYING YOUR BANK STATEMENTS AND THE BANK WILL TAKE OTHER MEASURE 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

OUR OR SUPPLIER'S SHAREHOLDERS, MEMBERS, OFFICERS, DIRECTORS OR EMPLOYEES) 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 OUR SUPPLIER'S SHAREHOLDERS, MEMBERS, OFFICERS, DIRECTORS OR EMPLOYEES) 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 TORT) 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 must send it by regular mail

to the person and address noted on the Attachment to this Consent and Agreement. We may notify you by sending notice to your e-mail address or by mailing you notice by U.S. mail return receipt requested to our most current mailing address that we have for you. You agree that any notices sent by the U.S. mail as provided in this paragraph will be deemed delivered and received three days after the date of mailing.

**10. Arbitration.** You agree that at 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 in which the main office of the Bank is located, excluding any application of conflicts of laws rules or principles. 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 the city in which the Bank's main office is located.

*I acknowledge that I have read this disclosure and authorize the receipt of information as aforementioned mentioned via electronic format.*

Business Name (if Applicable) \_\_\_\_\_

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Customer Account Number(s) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Password: \_\_\_\_\_

(Minimum eight characters, maximum 12 characters, combination alpha AND numeric only, no symbols)

Daytime telephone number: \_\_\_\_\_

Please print out, sign, date and return to

First National Bank and Trust

P. O. Box 100

London, KY 40743

Or Fax to 606-877-2305

**Please do not transmit confidential information via E-Mail**

First National Bank and Trust

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

## **Attachment I – Email Statements**

**First National Bank and Trust**  
**P. O. Box 100**  
**London, KY 40743**  
**(606)877-2200**  
**Fax (606)877-2305**  
**Email Contact: [info@fnblondonky.com](mailto:info@fnblondonky.com)**

In the event that an email statement is undeliverable to a customer, the customer may request a paper statement at no charge. If non-delivery of a statement becomes a recurring problem, and it is determined to be due to customer negligence or the customer's inadequate hardware and/or software, the bank may charge its published fees for research and paper statement production.

### **Applicable Fees and Charges:**

- Electronic statement = No Charge
- Electronic statement and paper statement = \$5.00 per statement copy
- Statement research = \$20.00 per hour, minimum of \$20.00