

ELECTRONIC DELIVERY OF BANK STATEMENTS CONSENT AND AGREEMENT

1. Welcome to The First National Bank of Coleraine's (herein referred to as "Bank") 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 delivering 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 to Bookkeeping at: 218-245-4006 or by fax Attn: Bookkeeping at: 218-245-4015 of any change in your email address or any errors or complications relating to your electronic receipt or access of you 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. The fee would be set forth in our Schedule of Fees brochure.
 - ❖ **Whether your consent applies only to a particular transaction or to categories of transactions-** Your consent, which will be given by signing this agreement and providing it to the Bank, is to authorize the Bank of 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 our Privacy Policy or other required disclosures related to your accounts.
 - ❖ **The right to withdraw consent to have records provided electronically, including any consequences for fees associated with doing so-** To discontinue this electronic delivery service, you can email your request to the Bank at firstcol@colerainebank.com or you can request a discontinuance of the service by calling the Bank Bookkeeping Dept at: 218-245-4006. It could take the Bank up to 45 days to implement your request, and after such time you will no longer receive your statements electronically. We will charge no fees for discontinuing this service.
 - ❖ **How the consumer may obtain a paper copy of the record upon request-** You must call Bookkeeping at 218-245-4006 or request a paper copy in person. The fees for a paper copy are set forth in our Schedule of Fees brochure.
 - ❖ **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, you must make sure “cookies” are enabled on your computer. We also use multifactor authentication so you must check the “install token” button when setting up the link to your statements on each computer that you use to retrieve your statements.

Third, for you to be able to receive your statements effectively, you must be able to access the Internet. Also, to view your Bank Statements, you will need Adobe Acrobat Reader 9.0 or higher. This product is available for free at <http://www.adobe.com>.

Additionally, we will be using a service called CSISafe to safely and securely deliver your Bank Statements. CSISafe will store your Bank Statements electronically for 120 days from the date of delivery. You may print or download your Bank Statements to retain copies of them.

- 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 a part of this Consent and Agreement. CSISafe 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 CSISafe 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 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 a 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 CSISafe 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 BOOKKEEPING DEPARTMENT AT 218-245-4006 AND 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 OUR OR OUR 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 OR 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 GARBLE TRANSMISSION, COMPUTER VIRUS, LOSS OF DATA, OR 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 e-mail to firstcol@colerainebank.com or regular mail to FNB Coleraine, Attn: Bkkg, PO Box 158, Coleraine, MN 55722. 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 e-mail will be deemed delivered and received 48 hours after being sent. You agree that any notices sent by 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 county 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 appropriate federal or state court located in the county in which the Bank's main office is located.

Please fill out this page with your information and turn in to the Bank.

In a few days, you will receive an email from the Bank along with instructions, you **MUST REPLY** to this email in order to finalize the e-statement process. Save or print off the instructions that you receive and open. You will not be able to start this process until your next statement is available. Please call bookkeeping at 218-245-4006 if you have any questions.

I Accept I do not accept and will immediately discontinue use of this service

Customer Name (Printed)

Date

Account #'s _____

Signature

Your email (please be sure the email is legible)

Note after this Consent and Agreement is signed and received by the Bank, we must be able to verify that you can receive emails at the address given. We will send you a confirmation by email. You must reply and send back a response to this email.