

FARMERS STATE BANK-

ELECTRONIC DELIVERY OF BANK STATEMENTS AND ACCOUNT RELATED NOTICES CONSENT AND AGREEMENT

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

2. **Your Consent.** For FARMERS STATE BANK to begin forwarding your Bank Statements and/or Notices to you electronically, we need your consent. Please review the information below prior to giving your consent. By agreeing to have your Bank Statements and/or Notices sent electronically, you also agree to notify the Bank immediately by any of the contact methods mentioned under the CONTACT INFORMATION: section in this agreement of any change in your email address or any errors or complications relating to your electronic receipt or access of your Bank Statements or Notices.

* **Your rights/options to receive a disclosure in paper form** - If you elect to receive your Bank Statements and/or Notices through electronic delivery, the Bank will no longer send you your paper statements and/or notices through the mail. If you want to receive your statements electronically and in paper form through the mail, you will be charged a monthly service fee of \$5.00 per account 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 clicking on the “I ACCEPT” button, is to authorize the Bank to forward to you electronically your periodic Account Statements and any other disclosures that the Bank might send to you with your Account Statements, such as Truth in Lending disclosures or other required disclosures relating to your accounts and notices.

* **The right to withdraw 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 FARMERS STATE BANK or you can request a discontinuance of the service by calling the Bank. The email address for the Bank is set forth in the Attachment to this Consent and Agreement and the telephone number can be found on our website at www.farmersstate.com Please allow up to 45 days for the Bank to implement your request, and after such time you will no longer receive your statements and/or notices electronically. We will charge no fees for discontinuing the service.

* **How 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 or notice 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 and/or notices electronically are discussed below in **Our Requirements**.

3. **Our Requirements.** First, the same terms apply with respect to electronically delivered Bank Statements and notices as for those delivered in paper form, and the deposit agreements and

disclosures that you have previously entered into with or received from FARMERS STATE BANK remain in effect. Second, for you to be able to receive and view your statements and notices effectively, you must use a desktop or laptop Personal Computer with broadband Internet connection that has an Internet browser that supports 128-bit (or better) encryption. The Personal Computer must have sufficient memory to view electronic statements and notices and store the statements and notices for future research purposes. Both the Microsoft Internet Explorer® browser and the Netscape Navigator® browser versions 4.0 or higher will enable you to receive and use our service. If you do not have at least a 4.0 version of one of the referenced browsers, you can go to the web site of either Microsoft or Netscape and download the appropriate version of the browser you need. Also, to view your Account Statements and notices, Adobe Acrobat Reader 3.0 or greater is required. This product is available for free download at <http://www.adobe.com>. Additionally, access to our internet banking products will be required in order to safely and securely receive your Account Statements and notices. Your Account Statements and notices will be available electronically for 365 days from the date of delivery. You may print or download your Bank Statements and notices 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. The process to receive your account statement(s) electronically requires you to provide and maintain FARMERS STATE BANK a valid email address. This email address will be used in accordance with the bank's privacy statement to deliver an email notice of your account statement(s) availability. As discussed in paragraph 6 below, once notified by email you can access your account statement(s) by logging into internet banking with your unique user name and password.

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 our internet banking service because of its method of maintaining the security of confidential documents. To access your Account Statements and notices, you will be required to login into Farmers State Bank's internet banking service with your unique user name and password. Your password must be at least eight characters and contain a mix of letters and numbers. To protect the security of your banking information, you must not disclose or share your password with any third party. In addition, your Account Statements will not be forwarded to you through email. You will be notified by email that they are available for you to access through our Internet Banking site.

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 ACCOUNT STATEMENTS AND NOTICES THROUGH THE INTERNET. HOWEVER, SHOULD YOU BE UNABLE TO ACCESS YOUR STATEMENTS OR NOTICES, YOU CAN CALL THE BANK AT THE NUMBER SET FORTH IN THE ATTACHMENT ACCOMPANYING YOUR BANK STATEMENTS 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 FARMERS STATE BANK OR OUR SUPPLIERS (OR ANY OF 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 FARMERS STATE BANK HAS BEEN ADVISED OF THE POSSIBILITY THAT SUCH

DAMAGE WILL OCCUR. FURTHER YOU AGREE THAT NEITHER FARMERS STATE BANK 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 FARMERS STATE BANK 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 statements@farmersstate.com or regular mail to your local FARMERS STATE BANK branch office, for which the address can be found at www.farmersstate.com. 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 city in which FARMERS STATE 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 FARMERS STATE 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 FARMERS STATE BANK'S main office is located.

FARMERS STATE BANK eStatement Information

CONTACT INFORMATION: Please contact us immediately in the event that there is a change in your email address or any errors or complications relating to your electronic receipt or access of your Account Statements.

- Electronic Banking Department – statements@farmersstate.com
- Phone (217)285-5616
- Contact your local FARMERS STATE BANK office

SERVICE CHARGES AND FEES:

- Electronic Statement: No Charge
- Initial Set-up of Service: No Charge
- Electronic Statement and Paper Copy: \$5.00 per account
- Discontinuation of Service: No Charge

TO REQUEST A PAPER COPY OF YOUR STATEMENT:

Contact your local FARMERS STATE BANK office to request a paper copy of your account statement