

First State Bank

Electronic Account Statement and Check Image Delivery Enrollment Agreement

First State Bank's Electronic Account Statement and Check Image Delivery Enrollment Agreement ("Agreement") governs use of the First State Bank's Electronic Delivery Service. As used in this document the words "you" and "your" refer to First State Bank's customer(s) and their use of the Service. The words "we" and "our" refer to First State Bank.

This Agreement explains the terms and conditions governing the FIRST STATE BANK ELECTRONIC DELIVERY service offered through FIRST STATE BANK. By using the Service, you agree to the following terms and conditions. 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 South Dakota. By accepting below or otherwise using the Service, you agree to use the Service only for bona fide and lawful purpose permitted under this Agreement.

Term & Conditions:

1. To receive Electronic Delivery Services, you must have a working connection to the Internet with e-mail capability to open Portable Document Format (.PDF) files with Adobe Acrobat Reader 5.0 or higher.
2. Upon enrollment, periodic account statements will be provided electronically. You may request paper copies by sending your requests to the address provided below.
3. At the time of this enrollment agreement, you agree to provide us with a password needed to decrypt the self-extracting attachment containing your information. The password that you provide to us must be alphanumeric with a minimum of six (6) characters. The password will be case-sensitive.
4. You agree to keep us informed of any change in your e-mail address by advising us in writing at the address provided below.
5. Upon receipt by us of an e-mail delivery error regarding the statement PDF file will result in the termination of this agreement. The information contained in the undelivered file will be mailed to you at the address contained in our records.
6. If we change the minimum hardware or software requirements, 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 address provided below. Upon withdrawal, the documents will be sent in paper form to your address of record.
8. 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.
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.

BY SIGNING BELOW, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS ELECTRONIC ACCOUNT STATEMENT AND CHECK IMAGE DELIVERY ENROLLMENT AGREEMENT.

Customer Signature

Printed Name

Date

Customer Signature

Printed Name

Date

Checking Acct #(s) _____

Savings Acct #(s) _____

E-Mail Address _____

Contact Us at: First State Bank
P.O. Box 129
Wilmot, SD 57279
Ph: 605.938.4665

Password (must be alphanumeric-min of 6 characters) _____

Please underline any Capital Letters

Approved By _____