

# Online Service eSign Disclosure and Consent

This Online Service E-Sign Disclosure and Consent ("**Disclosure**"), applies to all Communications for those products, services and Accounts offered or accessible through the Online Service that are not otherwise governed by the terms and conditions of an electronic disclosure and consent. Please note that consenting to receive Communications under this Disclosure will not automatically enroll you in E-Statements. The words "**we**," "**us**," and "**our**" refer to the entity with whom you have your Account, and the words "**you**" and "**your**" mean you, the individual(s) or entity identified on the Account(s). As used in this Disclosure, "**Account**" means the account you have with us. "**Communication**" means any customer agreements or amendments thereto, monthly billing or account statements, tax statements, disclosures, notices, responses to claims, transaction history, privacy policies and all other information related to the product, service or Account, including but not limited to information that we are required by law to provide to you in writing. "**Online Service**" means First National Bank and Trust, FirstNet and FirstB2B.

**1. Scope of Communications to Be Provided in Electronic Form.** You agree that we may provide you with any Communications in electronic format, and that we may discontinue sending paper Communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic communications and transactions includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with the Account or the product or service available through the Online Service for your Account. As an example, First National may send by e-mail legally required notification of changes to terms and conditions related to the Online Service.
- Notices or disclosures about a change in the terms of your Account.
- Privacy policies and notices
- Monthly (or other periodic) billing or account statements for your Account(s) or such other Communications we may include from time to time as part of the enrollment in the E-Statements program.

Your consent to receive electronic communications does not automatically enroll you in E-Statements. You must complete a separate enrollment to stop receiving paper account statements (and any other types of Communications we may include) by U.S. Mail.

**2. Method of Providing Communications to You in Electronic Form.** All Communications that we provide to you in electronic form will be provided either (1) via e-mail, (2) by access to a web site that we will designate in an e-mail notice we send to you at the time the information is available, (3) by requesting you download a PDF file containing the Communication.

**3. How to Withdraw Consent.** You may withdraw your consent to receive Communications in electronic form by contacting us at **1-800-661-4401**, or via secure web mail by visiting <https://www.bankatfirstnational.com/contact-us>. At our option, we may treat your provision of an invalid email address, or the subsequent malfunction of a previously valid email address, as a withdrawal of your consent to receive electronic Communications. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications, however your access and use of the Online Service may be terminated. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal.

**4. How to Update Your Records.** It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to this Disclosure and your Account(s), and to maintain and update promptly any changes in this information. You can update information (such as your e-mail address) by contacting us at **1-800-661-4401**, or via secure web mail by visiting <https://www.bankatfirstnational.com/contact-us>.

**5. Hardware and Software Requirements.** In order to access, view, and retain electronic Communications that we make available to you, you must have:

- an Internet browser that supports 128 bit encryption;
- sufficient electronic storage capacity on your computer's hard drive or other data storage unit;
- an e-mail account with an Internet service provider and e-mail software in order to participate in our electronic Communications programs;
- a personal computer (for PC's: Pentium 120 Hhz or higher; for Macintosh, Power Mac 9500, Power PC 604 processor 120-MHz Base or higher), operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing Communications received from us in electronic form via a plain text-formatted e-mail or by access to our web site using one of the browsers specified above.

**6. Requesting Paper Copies.** We will not send you a paper copy of any Communication, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, contact us by telephone, or by sending a request via secure web mail. We may charge you a reasonable service charge, of which we've provided you prior notice, for the delivery of paper copies of any Communication provided to you electronically pursuant to this authorization. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.

**7. Communications in Writing.** All Communication is in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of this Disclosure and any other Communication that is important to you.

**8. Federal Law.** You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

**9. Termination/Changes.** We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

### **Acceptance and Consent**

To consent to the terms of electronic notification program as described above, please read the following statement carefully before acceptance:

I have read, understand and agree to be bound by the terms and conditions described above and consent to receive electronic documents according to the process described above. I understand that I may incur costs, including but not limited to online time and other charges from my internet service provider, in accessing and/or viewing such document(s).

*I understand and agree that: (i) certain documents will continue to be delivered to me via U.S. Mail that are not included in the electronic notification program and that in the future some or all of these documents may be made available for me to view online in accordance with this Agreement; (ii) my consent to view documents electronically does not automatically expire and is not limited as to duration; and (iii) inserts that may be provided along with my account statements contain important information or disclosures concerning my account and I agree to review such inserts in a timely manner.*