





# FirstNationalBank

Chadron, NE · Ainsworth, NE

fnb4me.com

## Electronic Statement (myStatement) Agreement and Disclosure March, 2015

Thank you for your interest in our myStatement product! Our goal is to provide you with an easy and convenient way to receive your periodic bank statements. This agreement provides you with important information regarding the delivery of your myStatement and outlines your responsibilities with the delivery of them. Please keep this disclosure for future reference.

### 1. Overview of myStatement

myStatements is a convenient, secure and easy way to receive checking or money market periodic statements via email. You may view your statement, save it to your computer, or print it at your convenience. myStatements may be emailed to up to three email addresses.

### 2. Signing up to Receive myStatement

Simply complete and sign the “First National Bank myStatement Request” form and return it to First National Bank (also referred to as “Bank” in this document). This will 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 statement, such as Privacy Notices, updated Truth-in-Savings notices, or other disclosures or inserts. Some notices on your account may continue to be sent in paper form, such as overdraft notices, returned item notices, IRS 1099 forms, etc.

For accounts with multiple owners only one account owner’s consent is needed to enroll an account in the service. In accordance with the Bank’s deposit account agreement all account owners will be bound by the decision of the account holder who enrolls in or cancels the service. When you enroll to receive myStatement for your account we will no longer mail you paper statements and images, unless requested by you. Please see “**Paper Copies of Statements**” below.

Information you provide in connection with myStatement is protected by encryption techniques. The security of the myStatement service is also dependent upon your actions to protect your computer, your email address, and your password. To protect the security of your banking information, it is essential you must not disclose or share your password with any unauthorized third party.

### 3. Computer System Requirements for myStatement (Hardware & Software Requirements)

You must have a personal computer or other device capable of accessing the Internet. You must also have software which permits you to receive and access Portable Document Format or “PDF” files, such as Adobe Acrobat Reader (available for downloading at <http://www.adobe.com>). To retain a copy of your myStatement, disclosures, notices, terms and conditions, or other documents, your device must have the ability to download and store or print PDF files.

### 4. Paper Copies of Statements

You have the right to request a paper statement at any time. **Applicable paper statement charges may apply.** If you need paper copies of previous statements, please contact any bank employee to assist you in completing a research request form. Normal research charges and statement copy fees as disclosed in the Bank’s fee schedule and your account disclosure will apply.

## 5. **Cancelling Your myStatement**

You may cancel your myStatement option at any time by contacting the Bank in writing to cancel the service. The Bank will then, within a reasonable time frame, discontinue electronic statements and resume mailing you a paper statement.

**Applicable paper statement charges may apply.**

## 6. **Bank Termination of myStatements**

The Bank may change, suspend or eliminate all or any aspect of this delivery service upon notice to you. First National Bank utilizes safeguards in place to track the delivery of myStatements. If we believe you may not be receiving the myStatement we send you, we may cancel your myStatement option and resume sending you a paper statement.

**Applicable paper statement fees may apply.**

In connection with organizations/businesses that receive myStatement, the Bank may terminate the myStatements at our discretion should we be notified by a representative of the organization/business that the actions of the individual requesting the myStatement was not authorized.

## 7. **Your Responsibility To Notify Us Regarding Errors, Irregularities, or Unauthorized Access**

You must promptly review your myStatement and any accompanying items. Notify us immediately of any suspected error, alteration, or other irregularity (a) with your myStatement or (b) with your account, including unauthorized access. Telephoning us immediately is the best way to keep your losses down, although you must also notify us in writing to preserve your rights. Notification of suspected errors, alterations, or other irregularities within your myStatement must be made to us within sixty (60) calendar days of the myStatement in which the item appears. This time period begins on the myStatement email notification date, regardless of when you access and/or review your myStatement.

## 8. **Information Needed to Contact You**

You are responsible for notifying us of any email address changes. Notifications of an email change should be received ten (10) days before the end of your normal statement cycle. If your email is returned as undeliverable, an attempt will be made to contact you. If contact cannot be made, a paper statement will be sent to you through the U.S. mail and for current and future statement cycles your myStatement option will be cancelled. **Applicable paper statement charges may apply.**

Please also notify us if your current mailing address changes to help ensure you receive written correspondence from us. If an updated address is not provided we will mail your statement and other correspondence to the most current mailing address that we have for you.

## 9. **Changes in this Agreement**

The Bank reserves the right to amend this agreement at any time. We will attempt to notify you by either email or US Postal Service when material changes are made.

## 10. **Limitation of Liability**

Neither the Bank nor any third parties represent or warrant that you will have continuous or uninterrupted access to the myStatement, or that the functions of the myStatement service will be error free. myStatement is provided to you "as is" and "as available", and the bank and its service providers make no representation or warranty relating to the service, including, without limitation, its performance, availability, content, or functions.

In no event shall we (or any of our directors, officers, agents, employees, or affiliates) be liable for any type of loss or liability arising in contract or in tort, resulting from or caused by the use or attempted use of the myStatement service or its content, including, but not limited to, your use of or inability to use the system, any errors, omissions, or defects in any content, any interruptions or delays in transmission to the service, or computer viruses received by you as a result of your use of the service (even if advised of the possibility thereof or if the possibility thereof were reasonable foreseeable) arising in any way out of the myStatement service.