



First State Bank Anadarko **E-Statement and Disclosures: Agreement and Disclosure**

The following are the terms and conditions constituting the Electronic Statement and Disclosure “E-Statement” Agreement of First State Bank. Each reference in this Agreement to the "Bank", "First State Bank", "we", "us", or "our" refers to First State Bank, an Oklahoma banking corporation, and each reference to "you" and "your" refers to each depositor, borrower, authorized signer, or authorized user for an account who is now or hereafter enrolled in any one or more of our Internet Banking Services with respect to the account. This agreement concerns the electronic delivery of periodic statements concerning accounts maintained by any individual, group of individuals, partnership, corporation, association, or other legal entity.

This Agreement is for those account holders who elect to receive periodic account statements and related disclosures on your account by an electronic means instead of in paper form. Your consent applies to electronic delivery of statements as well as important disclosures or other notices that may be presented electronically beginning on the date of setup until date of termination or cancellation. This may include, but is not limited to, your periodic account statements, regulatory disclosures that we are required to provide at account opening or at other times after account opening, notices regarding changes to your account or amendments to any agreements and/or disclosures governing your account. However, you may still be sent other paper documents or disclosures that contain important information about your account. You should continue to review any correspondence that we send to you. By choosing electronic statements and disclosures, this information will be available via your First State Bank Internet Banking account at <https://www.fsbanadarko.bank>. When the information is available for viewing, we will send you a message at the electronic mail “e-mail” address you have provided to First State Bank. The information will be available for your viewing for 12 Months from the date the e-mail is sent. After 12 months, the information will be available upon request by contacting First State Bank at 405-247-2471. Applicable duplicate statement fees may be accessed per our Fee Schedule.

Equipment Requirements

To receive Electronic Statement delivery, you must have a computer with a working connection to the Internet, and e-mail capability to receive and open Portable Document Format (.PDF) files with Adobe Acrobat Reader version 5.0 or higher. You also acknowledge that you are currently enrolled or you are enrolling as a user of our internet banking system. By accepting this Agreement, you are confirming that you have access to a computer that satisfies these requirements and that you have access to a printer, or the ability to download information in order to keep copies for your records. It is recommended that Netscape version 6.0 or higher, or Internet Explorer version 5.0 or higher be installed on your PC.

Responsibility to Notify Us

You are responsible for notifying us of any changes in your e-mail address. Notification of any e-mail changes should be received ten (10) days before the end of your normal statement cycle. If your e-mail notification is returned as undeliverable, we will attempt to contact you through other means. If we are unable to obtain a working e-mail address, a paper copy of your “statement notice” may be sent through the United States Postal Service. We will request that you provide us with your new e-mail address within this notice. If the e-mail notification is returned undeliverable for two consecutive statement cycles, your access to E-Statements will be discontinued.

You are also responsible for promptly reviewing your electronic disclosures and E-Statements. You must notify us within 60 days after we notified you of your statement availability, regarding any alteration, discrepancy, or suspected error with your electronic disclosures or E-Statements. Also notify us immediately if you suspect any

unauthorized access to your electronic disclosures or E-Statements, or if you do not receive or are unable to view, save, or print your disclosures or E-Statement. You can notify us in person, in writing at P.O. Box 827, Anadarko, Ok 73005 or by phone at 405-247-2471.

Periodic Statements

Once you have consented to receive E-Statements, we will begin to provide you an electronic statement on a monthly or quarterly basis, as applicable, via the Internet Banking System. Notification will be sent to you at a working e-mail address that you have provided to the bank. This electronic version of your statement can be saved to your computer or printed for your records. You will be required to use your First State Bank Internet Banking Login ID and Password to obtain the electronic statement. It is your sole responsibility to protect your ID and Password from unauthorized persons. E-Statements can be set up for multiple accounts under one Login ID/Password as long as the user is an owner on each account and the account has been set up for Internet Banking access. The user will be able to view all account statements that are set up for their viewing, including accounts held jointly with other account holders. Statements and disclosures will be available through our internet banking system under the heading "Statements". Regarding e-mail notifications, only one e-mail address will be used per statement. It is required that the e-mail address provided to First State Bank is the e-mail address for one of the account owners. Notifications cannot be sent to multiple e-mail addresses. By accepting the terms of this Agreement, you hereby authorize First State Bank to provide periodic account statements to you by an electronic medium. After you consent to receiving electronic statements, you will no longer receive periodic account statements in paper form by way of the United States Postal Service. You may request a paper copy of your statement at any time by contacting First State Bank in a manner set forth above. Any fee assessed for a copy of your statement will be charged as set forth in the latest First State Bank Truth in Savings Disclosure.

Right to Cancel Consent

You have the right to cancel your consent to receive electronic periodic statements and disclosures at any time. To cancel your consent to receive electronic statements and disclosures, you may notify us in person, by e-mail at 1stbank@fsbanadarko.bank, by phone at 405-247-2471 or by mail at P.O. Box 827 Anadarko, Ok 73005. The cancellation should be received at least ten (10) days before the end of your normal statement cycle. Cancellations received less than 10 days before the statement cycle end may result in additional statements and notices being delivered electronically prior to the processing of the cancellation request.

Amendment and Termination

First State Bank may make amendments or changes to this Agreement at any time after proper notice is given to you, as required by law or, if required by law, your authorization has been obtained. If laws or regulations do not require notice to you or your direct authorization, your acceptance of further E-Statements and electronic disclosures, after the effective date of such change, will constitute your acceptance of and agreement with such amendment(s). First State Bank may terminate this Agreement at any time, without cause or notice.

Liability

First State Bank will use our best efforts to deliver your electronic disclosures and E-Statements in a timely manner and in accordance with any applicable time required by law. However, First State Bank shall incur no liability if we are unable to deliver your disclosures or E-Statements under the following circumstances:

1. Our web site is temporarily not working properly, or
2. Your equipment is not working properly, or
3. Internet service is interrupted due to traffic or other disruptions, or
4. Circumstances beyond our control (such as, but not limited to, fire, flood, interruption in telephone service or other communication lines, interference from an outside force, acts of God, legal restriction or delays in mail service) prevent proper delivery and we have taken reasonable precautions to avoid those circumstances.

Consent

By enrolling in E-Statements, you are indicating that you have read, understand, and agree to be bound by this Agreement and that you, and any authorized signers or users authorize First State Bank, at our discretion, to provide account disclosures and account statements electronically, until this Agreement is terminated or discontinued in accordance with this Agreement. You also confirm that, in accordance with the "Equipment Requirements" outlined in this Agreement, you have equipment that provides the ability to receive and retain electronic disclosures and statements. The provisions in this Agreement are part of (and a supplement to) First State Bank's "Deposit Account Agreement and Disclosure". Each account at First State Bank that you designate to be included within the E-Statement service is also governed by the terms and conditions otherwise applicable to that type of account as separately disclosed to you, either in the Deposit Account Agreement and Disclosure, applications and enrollment forms, the applicable personal or business fee schedules, credit or deposit agreements, our Privacy Policy or other written notices.

Account Number & E-Mail Address

Customer's Signature & Date