

## **Electronic Disclosure and Electronic Statement Agreement and Consent**

*Please read this "Electronic Disclosure and Electronic Statement Agreement and Consent" carefully and keep a copy for your records. By clicking on "ACCEPT" you are recording your consent to the electronic delivery of periodic statements. You will not receive your paper statement in the mail any longer, but will have access to your current statement and at least 12 months of previous statements online. You have the option to print out your statements in the exact format as the paper statement.*

### **I. Introduction**

This Electronic Disclosure and Electronic Statement Agreement and Authorization explains the terms and conditions governing the Electronic Statements service offered through My eBanker at First Federal Savings Bank. Before you register for the Electronic Statements service, you must first consent to receive certain notices and disclosures for your deposit accounts electronically rather than in paper form. The following information constitutes an additional amendment to the My eBanker Online Access Agreement concerning the delivery of disclosures, notices, and statements for deposit accounts. Acceptance of First Federal Savings electronic statement service is also subject to terms and conditions of the My eBanker service through which they are accessed. "We", "us", "our", and "Bank" refer to First Federal Savings Bank. "You" and "your" refers to each signer on the account.

### **II. Purpose**

The purpose of this agreement is to obtain consent to receive periodic account statements relating to your deposit accounts as well as to receive certain disclosures relating to your deposit accounts from First Federal Savings Bank in electronic form, rather than in paper form.

If you consent to these electronic deliveries of statements and disclosures, First Federal Savings Bank will make electronic bank statements available to you electronically through First Federal Savings Bank My eBanker.

### **III. Acceptance**

By accepting, you authorize First Federal Savings Bank to electronically deliver your account statements and important disclosures and notices about your deposit accounts, including those that we are required to provide you under applicable federal and state laws where electronic delivery is now available. This may include, but is not limited to the following:

- Your periodic statements
- Notices regarding changes to your account
- Amendments to any agreements and/or disclosures governing your accounts

You are also agreeing to discontinue the receipt of a monthly paper statement for all of your checking, savings, and money market accounts listed in your My eBanker access, now and in the future.

#### **IV. Technical Equipment Requirements**

To access and retain your Electronic Disclosures and Electronic Statements, you will need the following:

- An Internet Browsing Device with Internet Access
- Internet Browser that is within one version of the most recent version produced
- An Internet email account and email address
- Adobe Acrobat Reader 10.0 or higher
- Access to a printer or the ability to download information in order to keep copies of your electronic statements and disclosures

If these technical requirements change, we will notify you in writing. If future hardware/software requirements prevent you from accessing your statements, you have the right to withdraw e-statement consent with no added fees, conditions or consequences. After withdrawing e-statement consent, if in the future you wish to re-consent, you will be required to do so electronically.

#### **V. Delivery Methods**

First Federal Savings Bank will make electronic disclosures or revised electronic disclosures available to you through the Statements feature of My eBanker or in an email sent to you. The email may contain the disclosure or revised disclosure or it may provide the address of the Internet web site or other location where the disclosure or revised disclosure has been made available. The entire Electronic Funds Transfer Policy and Error Resolution Policy can be found on our website: <http://www.356bank.com>.

#### **ELECTRONIC STATEMENTS**

Once you have accepted this agreement and completed the necessary information to receive disclosures and statements electronically, you may access your electronic statement by clicking on the "Statements" tab found on the Accounts page. Your statement cut off date will remain the same when you elect to receive statements electronically.

#### **Availability of Electronic Statements**

Electronic Statements will be available for 12 months after the date they are posted on the My eBanker web site. It is recommended that electronic statements be printed or downloaded for

permanent retention. Paper copies of statements are available upon request; however, a fee may apply as disclosed in our *Important Information About Deposit Accounts* brochure. You may request paper copies by contacting us at the number or address listed in the “How to Contact Us” section of this agreement.

### **Fees for Electronic Statements**

There are no fees for electronic delivery of electronic statements or disclosures. First Federal Savings Bank reserves the right to impose or charge a fee for electronic delivery and charge your deposit account for these fees. We will notify you in advance of any such changes. There is a \$3.00 fee for a paper copy of an electronic statement or document.

### **I. Your Responsibilities**

- To notify us regarding errors, irregularities or unauthorized use: You must promptly review your electronic statements and any accompanying items. Notify us immediately (see “How to Contact us”) of any suspected error, alteration or other irregularity with your electronic statements or with your account, including unauthorized access. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.
- To notify the Bank if your electronic contact information has changed: Promptly notify First Federal Savings Bank if there is a change in your email address or other information needed to contact you electronically. (Please see Section III. How to Contact Us)
- Use of electronic statements: You agree not to alter or use the Electronic Statements for any unauthorized, fraudulent, or other illegal purpose.

### **II. To Discontinue Electronic Delivery**

If your account product allows, you may discontinue receiving disclosures and account statements electronically. To discontinue receiving disclosures and account statements electronically and request that they be sent in paper form by mail, contact us through one of the methods in Section III below. In the email or letter, state that you wish to discontinue receiving Electronic Statements and Disclosures and receive these items in paper form. Include your name and account numbers in your email or letter. If you discontinue the receiving of electronic Statements and Disclosures, First Federal Savings Bank will discontinue your access to electronic Statement Service. You may be assessed a \$3.00 fee for obtaining your statements in a paper format. If you have a FREE checking account which requires e-statements, you will be switched to a First Checking account which allows a paper statement for a \$3.00 monthly fee.

### **III. How to Contact Us**

If you need to contact the Bank, you may contact us:

- By telephone at (217) 356-2265, or
- In writing to: P.O. Box 1010, Champaign, IL 61824, or
- If you are a First Federal Savings Bank *My eBanker* customer, you may contact us online, or
- By email at [info@356bank.com](mailto:info@356bank.com)

#### **IV. Amendment and Termination**

We may amend or change this Agreement at any time after such notice or authorization, if law requires any. If law requires no notice or authorization, your continued acceptance of electronic disclosures or statements after the effective date of such change will constitute your acceptance of and agreement with such amendment(s).

We may terminate this Agreement, and immediately revoke or refuse electronic disclosures or statements at any time, with or without cause or prior notice. If we terminate your access to our Internet Banking service you will no longer receive statements electronically. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement.

#### **V. Liability**

We will use our best efforts to deliver your electronic disclosures and statements in a timely manner, and in accordance with any applicable time required by law. However, we shall incur no liability if we are unable to deliver your electronic disclosures and statements due to the extent of any one or more of the following circumstances:

1. Our online banking system is not functioning properly and you have be advised by us of a malfunction, or
2. Your equipment or Internet access was not working properly and should have been apparent to you, or
3. Internet service was interrupted due to traffic or other disruption, or
4. Circumstances beyond our control (including, but not limited to fire, flood, interruption of telephone service or other communication lines, interference from an outside force, legal restrictions or delays in mail service) prevent proper delivery, and we have taken every reasonable precaution to avoid these circumstances.

To the extent permitted by applicable law or regulation, we hereby disclaim all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, and in no event shall we be liable for any special indirect, incidental or consequential damages

whatsoever resulting from the loss or use of data, whether or not advised of the possibility of such loss or damage.

*By clicking "Accept," you agree to the terms and conditions of this Agreement and acknowledge your understanding of its terms. You consent to discontinue paper statements and receive electronic statements.*