

First State Bank of Porter

ELECTRONIC DELIVERY OF BANK STATEMENTS /NOTICES CONSENT AND AGREEMENT

1. **Welcome!** Welcome to the Porter Bank's Online Electronic Bank Statement/Notices Delivery Service. Our goal is to provide you with an easy and convenient way to receive your periodic Bank Statements and Notices.

2. **Your Consent.** For the Bank to begin forwarding your Bank Statements/Notices to you electronically, we need your consent. Please review the information below prior to giving your consent. By agreeing to have your Bank Statements/Notices sent electronically, you also agree to notify the Bank immediately by telephone or fax at the numbers set forth in the Attachment to this Consent and Agreement of any change in your email address or any errors or complications relating to your electronic receipt or access of your Bank Statements/Notices.

* **Your rights/options to receive a disclosure in paper form** - If you elect to receive your Bank Statements/Notices through electronic delivery, the Bank will no longer send you your statements and notices through the mail. If you want to receive your statements electronically and in paper form through the mail, you will be charged a fee for the service of receiving your statements in both electronic and paper form. The fee is set forth in the Attachment to this Consent and Agreement.

* **Whether your consent applies only to a particular transaction or to categories of transactions** – Your consent, which will be given by checking the “I ACCEPT” box below on this Consent and Agreement and providing it to the Bank, is to authorize the Bank to forward to you electronically your periodic Bank Statements/Notices and any other disclosures that the Bank might send to you with your Bank Statements/Notices, such as Truth in Savings disclosures, Electronic Funds Transfer disclosures or other required disclosures relating to your accounts.

* **The right to withdraw consent to have records provided electronically, including any consequences or fees associated with doing so** – To discontinue this electronic delivery service, you can email your request to the Bank or you can request a discontinuance of the service by calling the Bank. The email address and phone number for the Bank are set forth in the Attachment to this Consent and Agreement. It will take up to 45 days for the Bank to implement your request, and after such time you will no longer receive your statements/notices electronically. If you cancel this service, you may be charged a fee for Online Banking.

* **How the consumer may obtain a paper copy of the record upon request** – The steps you must take to obtain paper copies of a particular statement/notice and the related fees are set forth in the Attachment to this Consent and Agreement.

* **Hardware and software requirements for access and retention of the electronic information** – The hardware and software requirements to enable you to receive and retain your Bank Statements/Notices electronically are discussed below in **Our Requirements**.

3. **Our Requirements.** First, the same terms apply with respect to electronically delivered Bank Statements/Notices as for those delivered in paper form, and the deposit or loan agreements and disclosures that you have previously entered into with or received from the Bank remain in effect.

Second, for you to be able to receive and view your statements/notices effectively, you will need Internet Explorer 6.0 or higher or Firefox Version 1.5.0.7 or higher: Flash Player Plugin 9.0 or Higher; Popup Blocker turned off for the CSIESafe domain; and Javascript enabled. Also, to view your Bank Statements/Notices, you will need Adobe Acrobat Reader 3.0 or greater. This product is available for free at <http://www.adobe.com>.

Additionally, we will be using a service called **CSIESafe** to safely and securely deliver your Bank Statements/Notices. CSIESafe will store your Bank Statements/Notices electronically for 90 days from the date of delivery. You may print or download your Bank Statements/Notices to retain copies of them. You may subscribe to CSIESafe's long term storage service if you want to retain your Bank Statements/Notices online in secure electronic storage for more the 90 days. *A file will be included with your Bank Statement delivery that will contain a list of all of your banking transactions. That file can easily be imported into a number of money management programs.*

4. **Privacy.** Our privacy policy (that has been previously provided to you) will apply to this service and the policy is incorporated into and made a part of this Consent and Agreement. CSIESafe is subject to our rules on privacy in relation to your Bank Statements/Notices. As discussed below in paragraph 6, you must have a unique user name and password to access your Bank Statements/Notices. Your user name must be a valid email address. This email address will be used in accordance with the Bank's privacy statement to deliver your Bank Statements/Notices to you. It will not be sold or otherwise provided to third parties.

5. **Service Availability.** The Bank may change, suspend or eliminate all or any aspect of this delivery service upon notice to you.

6. **Security.** We are providing this service through CSIESafe because of its method of maintaining the security of confidential documents. To access your Bank Statements/Notices you will be required to adopt a user name and password. Your password must be at least eight characters and contain a mix of letters and numbers. **Your user name must be a valid email address.** To protect the security of your banking information, you must not disclose or share your password with any third party. In addition, your Bank Statements/Notices will not be forwarded to you through email. You will be notified by email that they are available for you to access on the CSIESafe server.

7. **NO WARRANTY FOR CONTINUOUS OR UNINTERRUPTED SERVICE.** BECAUSE OF THE UNPREDICTABILITY OF THE INTERNET, WE DO NOT GUARANTEE CONTINUOUS OR UNINTERRUPTED ACCESS TO YOUR BANK STATEMENTS/NOTICES THROUGH THE INTERNET. HOWEVER, SHOULD YOU BE UNABLE TO ACCESS YOUR STATEMENTS/NOTICES, YOU CAN CALL THE BANK AT THE NUMBER SET FORTH IN THE ATTACHMENT ACCOMPANYING YOUR BANK STATEMENTS/NOTICES AND THE BANK WILL TAKE OTHER MEASURES TO PROVIDE COPIES OF YOUR STATEMENTS/NOTICES TO YOU.

8. **LIMIT OF LIABILITY.** YOU AGREE THAT IN NO EVENT WILL WE OR OUR SUPPLIERS (OR ANY OF OUR OR OUR SUPPLIER'S SHAREHOLDERS, MEMBERS, OFFICERS, DIRECTORS OR EMPLOYEES) BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OUR SERVICE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY THAT SUCH DAMAGE WILL OCCUR. FURTHER YOU AGREE THAT NEITHER WE NOR OUR SUPPLIERS (OR ANY OF OUR OR OUR SUPPLIER'S SHAREHOLDERS, MEMBERS, OFFICERS, DIRECTORS OR EMPLOYEES) WILL BE LIABLE FOR ANY TECHNICAL, HARDWARE OR SOFTWARE FAILURE OF ANY KIND, ANY INTERRUPTION IN THE AVAILABILITY OF OUR SERVICE, ANY DELAY IN OPERATION OR TRANSMISSION, ANY INCOMPLETE OR GARBLED TRANSMISSION, COMPUTER VIRUS, LOSS OF DATA, OR OTHER SIMILAR LOSS.

TO THE EXTENT WE MAY HAVE BREACHED ANY TERM OF THIS CONSENT AND AGREEMENT, YOU AGREE THAT YOUR SOLE REMEDY IS TO DISCONTINUE USE OF THIS SERVICE. YOU FURTHER AGREE THAT OUR LIABILITY TO YOU IN ANY CASE (WHETHER IN CONTRACT OR TORT) WILL NOT EXCEED AMOUNTS PAID TO US WITHIN THE LAST 90 DAYS (IF ANY) FOR THIS SERVICE.

9. **Notices.** If you want to send us a notice in relation to this Consent and Agreement, you must send it by e-mail or regular mail to the person and address noted on the Attachment to this Consent and Agreement. We may notify you by sending notice to your e-mail address or by mailing you notice by U.S. mail return receipt requested to our most current mailing address that we have for you. You agree that any notices sent by e-mail will be deemed delivered and received 48 hours after being sent. You agree that any notices sent by U.S. mail as provided in this paragraph will be deemed delivered and received three days after the date of mailing.

10. **Arbitration.** You agree that at any claim or controversy relating to this Consent and Agreement will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. You agree that any claim or controversy you may have will be arbitrated on an individual basis and will not be consolidated in any arbitration with any claim or controversy of any other party. You agree that the arbitration will be conducted in the city in which the Bank's main office is located and that judgment on the arbitration award may be enforced by any court having proper jurisdiction.

11. **Governing Law.** You agree that this Consent and Agreement is governed by the laws of the State of Indiana, excluding any application of conflicts of laws rules or principles. You agree that the sole jurisdiction and venue for any litigation arising from your use of our service shall be an appropriate federal or state court located in the city in which the Bank's main office is located.

I Accept Signed: _____ Dated: _____

Printed Name: _____

E-mail Address (print clearly) _____

Checking Acct. #: _____ Savings Acct. #: _____

Certificate of Deposit Acct #: _____ Loan Borrower/Note #: _____

**Attachment to
Electronic Delivery of Bank Statements Consent and Agreement**

Notification Methods: To the Attention of Bookkeeping Department:

- * Mail to 230 Lincoln St., Porter IN 46304
- * Telephone at 219-926-2136
- * Fax to 219-929-4680
- * E-Mail to support@porterstatebank.com

Fees:

- No Charge to receive your statement through electronic delivery.
- \$2.95 per statement cycle to receive both a paper statement through the mail and another through electronic delivery.

Obtaining Paper Copies: To obtain a paper copy of a statement/notice previously submitted through electronic delivery you must place a request with the Bank by any of the methods listed above. In your request please include your name, account number, date of statement/notice requested, mailing address and telephone number, in case of questions. You will be charged \$3.00 per statement.

Cancellation Requests should be sent via the Notifications Methods noted above. Please include an effective date.