

Online Statement Service Agreement and Disclosure

This agreement governs the electronic receipt of your periodic account statements and account notices for the accounts you enroll in the Online Statement Service.

Definitions

As used in this document, the words, “we,” “our” and “Bank” mean First Commercial Bank (USA) (The Bank) and the words “you” and “your” refer to each account owner(s) or authorized signer(s).

“Account(s)” means your checking account, savings account, certificate of deposit or loan at the Bank.

The delivery of periodic account statements, notices and disclosures electronically is referred to as the “Online Statement Service.”

Scope of Consent for Electronic Delivery of Statements

Your consent to receive electronic statements covers the periodic statements you are provided in connection with your account(s). This agreement is in addition to other agreements between you and us, including the applicable deposit account disclosure agreement(s), terms and conditions, and loan agreements with us. By using the Online Statement Service, you accept and agree to be bound by the general terms and conditions governing Online Statements, including, without limitation, all the terms and conditions in this agreement. You agree to be bound by any and all laws, rules, regulations and official issuances applicable to Online Statements now existing or which may hereafter be enacted, issued or enforced, as well as such other terms and conditions governing the use of the other facilities, benefits or services that the Bank may from time to time make available to you in connection with Online Statements.

Scope of Consent for Electronic Delivery of Notices

Your consent to receive electronic notices covers any notice or other type of communication provided to you pursuant to the terms of this Agreement. Delivery of some disclosures in electronic form does not require the Bank to deliver all disclosures or all disclosures of a particular type electronically, including, but not limited to, Privacy Notice, Error Resolution Disclosure required by the Electronic Fund Transfer Act (Regulation E) and Billing Error disclosure required under the Truth in Lending Act (Regulation Z). We will send all electronic notices, attachments, and/or documents via e-mail to the last known e-mail address provided by you. You agree to notify us promptly of any change to your e-mail address.

First Commercial Bank (USA) Online Statement Procedures

You may enroll any or all of your accounts for Online Statement access. To enroll an account(s), complete the following procedures:

- Personal Online Banking
 - Log on to First Commercial Bank (USA) Online Banking.
 - Click on “Documents” box.
 - The “Online Statements Welcome Page” appears. Click on “Continue”.
 - Read the Online Statement Service Agreement and Disclosure and check the box indicating you have read and agree with the document.

- Click on the “Submit” box.
- **Business Online Banking**
 - Log on to First Commercial Bank (USA) Online Banking.
 - Click on “Reports” box. Then click on “Statements and Documents”.
 - Click on “view and maintain document preferences”.
 - Change Account Delivery Preference from “Paper” to “Online”. Click on “Continue”.
 - Read the Online Statement Service Agreement and Disclosure and click on “I agree” indicating you have read and agree with the document.
 - Click on the “Save Preferences” box.

If your statement cycle coincides with the date of your Online Statement enrollment, you will not begin receiving your electronic statement until the next statement cycle.

Each month, we will send an automated notification e-mail, to the e-mail address designated by you, to state that the Online Statement is ready for viewing. This e-mail will be sent shortly after the end of your statement period and will provide instructions on how to access the Online Statement; it will also be the only notice you receive of the availability of the Online Statement. Your electronic statement will be available for viewing for at least twelve (12) months (or such period as determined by the Bank and communicated to you) from the applicable statement date.

We will automatically turn off paper statements on the account(s) for which you select online statements, once you have enrolled in the Online Statement Service. You will need to access all future statements for the account(s) through the Bank’s Online Banking. You will be able to download, review and/or print online statements.

Review of Online Statements

Your receipt of Online Statements does not in any way alter your obligation to promptly review them. You must promptly access/review your statements and any accompanying items; notifying us in writing immediately of any error, unauthorized transaction, or any other irregularity. If you allow someone else to access your statement; you are still fully responsible for reviewing the statement for any errors, unauthorized transactions, or any other irregularities. All provisions as set forth in the applicable deposit account disclosure agreement(s), term and conditions, and loan agreements shall continue to apply.

Requesting a Paper Copy of Your Account Statement

At any time, you may request a paper copy of any periodic statement or disclosure that has been delivered electronically. Paper copies may be acquired by contacting your local branch. We will provide the statement or disclosure to you via U.S. Mail. You will be charged our standard copy and research fees, as outlined in the Schedule of Fees and Charges.

Your Right to Withdraw Consent

You retain the right to withdraw your consent for electronic delivery of periodic statements. You may withdraw your consent at any time by giving us at least ten (10) days’ prior notice by contacting your local branch. Once you have withdrawn your consent, we will then discontinue the Online Statement



Service for the account(s); paper statements and notices will resume. The cancellation of Online Statements in no way affects the validity or legal effect of all Online Statements and Disclosures which have been previously delivered electronically under the Online Statements Service. There is no fee to withdraw your consent nor in resuming paper statements and notices.

Change of Mailing Address, Email Address, and Other Information

You agree to notify us immediately of any changes in your mailing address, e-mail address or other information relevant to this Agreement. Please note that you must provide us with a current e-mail address in order to use the Online Statement Service. It is your responsibility to notify the Bank in writing of any change to your mailing address for the U.S. Mail delivery of other account documentation, including, but not limited to, all year-end tax reporting documents.

Joint Accounts

If your account is owned jointly with another person, either one of you may consent to receive or cancel Online Statements and electronic notices/disclosures. Such consent to access Online Statements shall apply to all owners. A notification e-mail to one owner of a joint account is considered notice to all owners.

Security

You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine the Online Statement for each of your accounts as soon as you can access it. You must report any errors or discrepancies in accordance with our Account Disclosure as provided to you and with applicable law.

Your User ID and Password that are used to access Online Banking Services should be kept confidential. We strongly recommend that you change your password regularly. You are responsible for keeping your password, account numbers, and other account data confidential. You further understand and agree to notify the Bank immediately if your Password should become compromised or known to individuals who are not authorized by you.

System Requirements

In order for you to access and retain your Online Statement records, your personal computer must meet the following requirements:

- Internet and e-mail access
- A certified/supported browser that supports 256-bit encryption
- Adobe Acrobat Reader

Change in Terms

The Bank reserves the right to change the terms and conditions of this agreement (including fee

schedules) at any time, along with the addition and deletion of Online Statement Services. We shall notify you of such changes by mail or electronic message to your most recent addresses listed in our records. Such notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees, any stricter limits on the type, amount or frequency of transactions or any increased in your responsibility for unauthorized transactions; unless an immediate change is necessary to maintain the security of the system. If such a change is made and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. By using the Online Statement Service when such changes become effective, you agree to be bound by the revised terms and conditions contained in this agreement; or you can decline the changes by discontinuing the use of the Online Statement Service and notify us of your election by U.S. Mail.

The Bank reserves its right to terminate this Online Statement Services Agreement and Disclosure and your access to the Online Statement Service, in whole or in part, at any time, including but not limited to, when you have not logged on to use Online Banking Services for over 18 months. Paper statements will resume the cycle after Online Statement Services have been discontinued or terminated.

Disclaimer of Warranty and Limitation of Liability

You agree that the Bank shall not be held liable if you are unable to gain access to the website or the Bank's Online Banking Service from time to time. You understand that some or all of the Online Statements Service and/or other system services may not be available at certain times due to maintenance and/or computer, communication, electrical or network failures; or any other causes beyond the Bank's control.

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Online Statement Service provided to you under the Agreement. We do not and cannot warrant that the Online Statement Service will operate without error, nor that the Online Statement Service will be always available. Except as specifically provided in this Agreement, or otherwise required by law; you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under the Agreement or by reason of your use of the Online Statement Service, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty or any other legal theory.

The Bank makes no warranty that:

- The service will be uninterrupted, timely, secure or error-free
- The service will meet your requirements
- The results that may be obtained from the use of the service will be accurate or reliable
- The quality of any products, services, information or other material purchased or obtained by you through the service will meet your expectations
- Any errors in the software will be corrected

The Bank shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible



losses resulting from:

- The use or the inability to use the service
- Unauthorized access to your transmission
- Unauthorized alteration of your data
- Statements or conduct of the third-party service provider
- Any other matter relating to the service

Our Right to Terminate

The Bank has absolute discretion to make the Online Statement Service available to you. Further, the Bank has the discretion from time to time and upon giving notice to you to modify, restrict, withdraw, cancel, suspend or discontinue the Online Statement Service without giving any reason. You further understand that by using the Online Statement Service after any modification or change has been affected, you would have agreed to such modification or change.

Consent

By indicating that you agree and clicking “Submit” (Personal Online Banking) or “Save Preferences” (Business Online Banking) on the enrollment page, you consent and agree that the Bank may provide certain disclosures and notices to you in electronic form, in lieu of paper form, including the electronic delivery of statements (Online Statements) for your account(s); warrant that you have the appropriate equipment and software to provide the ability to receive and retain Online Statements and notices; and warrant that you have appropriate authority to act on behalf of the owners of any and all accounts.