

Thank you for your interest in convenient electronic account statements from Butte State Bank. You will be able to view your account statements on a secure website at no cost. Please read the following ELECTRONIC STATEMENT CONSENT AND AUTHORIZATION.

## **ELECTRONIC STATEMENT CONSENT AND AUTHORIZATION**

In this Electronic Statement Consent and Authorization (the "Authorization"), the terms 'You', 'Your' and 'Yours' refer to all account holders. The word "Account" means all checking accounts held at Butte State Bank.

Please read this Authorization carefully and print or save a copy for your files. If you have trouble printing out, saving, or accessing this Authorization, the Terms of Use (as defined below), or future amendments to the Terms of Use, you may call your local branch to request paper copies.

You have the right to receive the Terms of Use in paper form. Upon receipt of your request, the Terms of Use will be mailed to your street address at no charge.

If you want to receive electronic account statements ("eStatements") **instead of statements sent to you by mail** (the "Service"), you shall first read and agree to all the terms and conditions ("Terms of Use") set forth in this Authorization.

You consent (initially and on an ongoing basis) to receive your account statement in electronic format and authorize Butte State Bank to **electronically** deliver your account statement. You also consent to participate in the online enrollment process for the Service and to receive these Terms of Use electronically. Your consent will apply to the online enrollment process for eStatements and the receipt of any amendment or updates to the Terms of Use, and any additional disclosures required by law, to be provided to you in electronic form. Notice of how you may access updates and amendments may be made available at [www.buttebank.com](http://www.buttebank.com). Notice of how you may access additional disclosures required by law will be delivered to you at the e-mail address you have provided to Butte State Bank. Your agreement also permits the general use of electronic records and electronic signatures in connection with your use of the Service.

1. Upon your acceptance of the terms and conditions set forth in this Authorization, Butte State Bank will convert your account statement to **electronic statement delivery**. Accordingly, you will no longer receive an account statement by US Mail. If at any time you wish to discontinue receiving your account statement electronically, please notify your local branch and we will convert your statement back to paper format at no charge.
2. Pursuant to this Authorization, Butte State Bank will deliver your eStatement online through Butte State Bank's internet banking system. You may access your eStatement at your convenience from [www.buttebank.com](http://www.buttebank.com). Your eStatement will be available for your viewing, downloading or printing for a period of twelve (12) months from the date that any such statement is made available to you. Butte State Bank will send you an electronic e-mail message to the e-mail address it has on file for you each time an eStatement is made available online. **You shall be responsible for viewing your eStatement in a timely manner to comply with any payment due dates, error resolution requirements and time periods**, or with any other terms and conditions of your accounts.
3. You will not be charged for the electronic delivery of your eStatement pursuant to this Authorization. Butte State Bank reserves the right to charge you a fee if you request Butte State Bank to mail or otherwise provide you with a hard-copy of any account statement that already has been provided to you electronically. Please consult our account agreement and disclosure statement for a listing of our current fees, if any, associated with your request for copies of your statement.

4. To obtain access to your eStatement, you need an Internet Service Provider (ISP), Web browser software program that supports a security technology called Secure Socket Layer (SSL), and Adobe Acrobat Reader. Versions 4.0 and higher of Netscape Navigator™, Microsoft Internet Explorer, and America Online (AOL) all support SSL. If you are reading this consent through a personal computer and JavaScript-enabled Internet browser (such as Internet Explorer), you will be able to access your eStatement without additional software.
5. You agree to maintain a valid, active e-mail address. You shall notify Butte State Bank within ten (10) business days of any change in your e-mail address by calling your local branch. Butte State Bank is not liable for any third party-incurred fees, other legal liability, or any other issues or liabilities arising from eStatements or notifications sent to an invalid or inactive e-mail address or postal address that you have provided.
6. By accepting , you confirm that you meet the hardware and software requirements required for you to access Online Banking and to access, view and print your eStatement as contemplated under this Authorization.
7. Butte State Bank hereby reserves at all times the right in its sole and absolute discretion to approve of and/or deem whether any account or account holder is eligible for the services set forth in the Authorization.
8. Butte State Bank hereby reserves the right to terminate this Authorization and the Service and/or to cancel the ability of any account holder to access any eStatement at any time without notice or as otherwise allowed by law. If Butte State Bank takes any such action, it shall make the necessary changes to allow for the delivery of any related account statement by mail or as otherwise provided under the original terms of the applicable account agreement and disclosure statement.
9. Your ongoing consent to receive subsequent account statements electronically is voluntary and may be withdrawn at any time. You may withdraw consent at any time by calling your local branch.
10. Butte State Bank hereby reserves the right in its sole and absolute discretion to limit the approval or availability of and the access to the services set forth in this Authorization to only the individual listed on the bank's records as the primary account holder of such accounts.
11. For accounts with multiple owners, only one account owner need enroll an account in the service. In accordance with the terms of the applicable account agreement and disclosure statement, all account owners will be bound by the decision of the account holder who enrolls in or cancels the service. If any account, which you have applied for and have been approved by Bank to receive eStatements on, is a joint account, please be advised that only you will receive and be able to access the eStatement for such account. Therefore, you are solely responsible for promptly and timely sharing any account statement or any statement related information provided thereon with your joint account holder as the need may be and/or as requested of you by any respective joint account holder.

12. Use of the Service is subject to all applicable federal, state, and local laws and regulations, and unauthorized use of the Service is strictly forbidden.
13. Butte State Bank has the right to amend these Terms of Use at any time. Any amendments to these Terms of Use will be effective when they are posted on [www.buttebank.com](http://www.buttebank.com)
14. These Terms of Use will be effective beginning the date you enroll in the Service and will continue to be effective until the Service is terminated by you or Bank. However, the provisions of these Terms of Use shall survive termination by either you or Butte State Bank.
15. Butte State Bank does not represent or warrant that you will have continuous or uninterrupted access to the Service, or that any of the functions of the Service will be error-free. The Service is provided to you "as is" and "as available," and Butte State Bank and its service providers make no representation or warranty relating to the Service, including, without limitation, its performance, availability, content, or functions. Your sole remedy for any failure or non-performance of the Service shall be for us to use commercially reasonable efforts to perform an adjustment or repair of the Service.
16. In no event will Butte State Bank or its officers, directors, employees, shareholders, parent company, subsidiaries, affiliates, agents, licensors, or third party service providers (the "Legal Entities") be liable for any consequential, indirect, incidental, special, or punitive damages, under any legal theory including, but not limited to, breach of contract or negligence, arising out of, in connection with, or related to these Terms of Use, use of the Service, or inability to use the Service, even if Butte State Bank has been advised of the possibility of such damages. The aggregate liability of the Legal Entities under these Terms of Use shall not exceed \$500.
17. You acknowledge that under applicable law and the Butte State Bank account agreement and disclosure statement, you have certain time limits to review your bank statements and accompanying check images to report any forgeries, alterations, errors, or any other unauthorized withdrawals or transactions to Butte State Bank, and that your use of the Service will not alter or amend any of those limits. You agree that any time limits for reporting these matters will commence on the day that your eStatement is made available for your review via Online Banking and you have received an e-mail from Butte State Bank informing you of its availability.
18. You agree to indemnify, defend, and hold harmless the Legal Entities from any third party claims, liability, damages and costs (including reasonable attorney's fees) arising from, related to, or in connection with your breach of these Terms of Use, any fraud committed by you, your violation of any law or rights of a third party, your use of the Service, or use of your account by any third party. Butte State Bank reserves the right, at its own expense, to assume the exclusive defense of any matter subject to indemnification by you, and you agree to cooperate with Butte State Bank in such defense. You agree that you will not settle any action or claims on Butte State Bank's behalf without the prior written consent of Butte State Bank.

19. These Terms of Use will be construed in accordance with the laws of the State of Nebraska. Jurisdiction and venue for actions relating to the service and the Terms of Use shall be the state and federal courts located in or near Butte, Nebraska..

**PLEASE PRINT A COPY OF THIS AUTHORIZATION FOR YOUR RECORDS**