

Federal E-Sign Act Disclosure and Consent

Please read this Federal Electronic Signatures in Global and National Commerce Act (“E-Sign”) Disclosure and Consent carefully and keep a copy for your records. You can record your consent to the “E-Sign” disclosure by placing a checkmark in the box on the website. By checking the boxes on the website you consent to the electronic delivery of the disclosures, agreements, change notices, terms and conditions and any other documents. You also agree that we do not need to provide you with additional paper (non-electronic) copies of the disclosures, agreements, change notices, terms and conditions and any other documents, unless specifically requested. Once you consent to the disclosures, you may request paper copies, which may result in a fee.

Electronic Delivery of Disclosures and Notices

In order to access, receive and retain the disclosures, agreements, change notices, terms and conditions and any other documents you must provide, at your own expense, an Internet connected device that is compatible with this financial institution’s product deployed at the time of access. Your device must meet the requirements outlined below. You also confirm that your device will meet these specifications and requirements and will permit you to access and retain the disclosures, agreements, change notices, terms and conditions and any other documents electronically each time you access and use the Online product.

If you do not want to receive the disclosures, agreements, change notices, terms and conditions and any other documents electronically, you should exit this area of our website.

System Requirements to Access Information

To receive an electronic copy of the disclosures, agreements, change notices, terms and conditions and any other documents you must have the following equipment and software:

- A personal computer or other device which is capable of accessing the Internet. Your access to this page verifies that your system/device meets these requirements.
- An Internet web browser which is capable of supporting 128-bit SSL encrypted communications, which requires a minimum web browser of either Microsoft® Internet Explorer version 6.0 (available for downloading at <http://www.microsoft.com/windows/ie/downloads/default.asp>) and your system or device must have 128-bit SSL encryption software. Your access to this page verifies that your browser and encryption software/device meets these requirements.
- You must have software which permits you to receive and access Portable Document Format or “PDF” files, such as Adobe Acrobat Reader® version 8.0 and above (available for downloading at <http://www.adobe.com/products/acrobat/readstep2.html>). Your access to this page verifies that your system/device has the necessary software to permit you to receive and access “PDF” files.

Withdrawal of Electronic Acceptance of Disclosures and Notices

You may withdraw your consent to receive statements in electronic form for any of your accounts by contacting us via email using the “Contact Us” form on our website www.fsblouise.com or by telephone at 979-648-2691 or by postal mail at P.O. Box 5, Louise TX 77455. We may treat your provision of an invalid e-mail address or the subsequent malfunction of a previously valid address or cancellation of participation in our online banking product as a withdrawal of your consent to receive electronic statements. Accounts that are tied to e-statements could be affected by a withdrawal of your consent to the E-Sign Act Disclosure. We may impose a fee to process the withdrawal of your consent to receive electronic statements. Any withdrawal of your consent to receive electronic statements will be effective only after we have a reasonable period time to process your withdrawal.

How to Update Your Records

It is your responsibility to provide us with true, accurate and complete e-mail address, contact and other information related to this Disclosure and your account(s), and to maintain and update promptly any changes in this information. You can update such information (such as your e-mail address) at our website www.fsblouise.com or telephone at 979-648-2691 or by postal mail at P.O. Box 5, Louise TX 77455.

Amendment and Termination

We may amend or change this agreement at any time. If law requires no notice or authorization, your continued acceptance of electronic delivery of the disclosures, agreements, change notices, terms and conditions and any other

documents, after the effective date of such change, will constitute your acceptance of and agreement with such amendment(s).

We may terminate this agreement at any time, without cause or notice or refund of previously charged or accrued fees, as applicable.

Liability:

We will use our best efforts to deliver your electronic disclosures and E-Banking E-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 disclosures or E-Banking E-Statements under the following circumstances:

1. Our website is not working properly and you know or have been advised by us of the malfunction;
2. Your equipment was not working properly and this problem should be apparent to you;
3. Internet service is interrupted due to traffic or other disruptions;
4. Circumstances beyond our control (such as, but not limited to, fire, flood, interruption in telephone 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.

You agree not to alter or use the disclosure or E-Banking E-Statement for any unauthorized, fraudulent, or other illegal purpose.

The provisions in this Agreement are part of (and a supplement) to First State Bank's Terms and Conditions for Depository Accounts and are subject to all the provisions in the Terms and Conditions for Depository Accounts. Each First State Bank account that you designate to be included within the E-Statement service and E-Statement program is also governed by the Terms and Conditions for Depository Accounts, applications and enrollment forms, the applicable personal or business fee schedules, credit or deposit agreements, our Privacy Policy or other written notices.