

### Agreement to Receive Electronic Communications

This Agreement to Receive Electronic Communications from Farmers Bank and Trust applies to each account you have with Farmers Bank and Trust.

### **Definitions:**

- 1. The words "we," "us," and "our" means Farmers Bank and Trust.
- 2. The words "you" and "your" means you, the individual(s) who is identified on the account as the owner(s) or authorized signer as the account holder on the Account(s).
- 3. The term "consumer" means an individual who obtains, through a transaction, products, or services which are used primarily for personal, family, or household purposes, and also means the legal representative of such an individual.
- 4. The term "electronic" means relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities.
- 5. The term "electronic record" means a contract or other record created, generated, sent, communicated, received, or stored by electronic means.
- 6. The term "information" means data, text, images, sounds, codes, computer programs, software, databases, or the like.
- 7. The term "record" means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.
- 8. The term "communication" means any electronic record including but not limited to email correspondence, periodic statement, authorization, agreement, disclosure, notice, or other information related to your account, including but not limited to information that we are required by law to provide to you in writing.

### **Scope of Communications:**

When you consent to this Agreement, you are agreeing that we may provide you with communications relating to your consumer account in electronic format. Your consent to receive electronic communications and transactions includes, but is not limited to:

- Consumer Loan Applications
- Appraisals
- Initial Disclosures or Agreements for your consumer account(s) or loan(s)
- Loan Documentation
- Loan Payment Notices
- Loan Payment History
- Communications Regarding Your Consumer Loan
- Privacy Policies and Notices

## **Method of Providing Communications:**

All communications that we provide to you in electronic form will be sent to the e-mail address you provide to us when completing your contract information. We will use this email address until such time as you notify us of a change in your email address. Any non-public information sent by us to you will be sent through our "secure" email system. You will be able to use this same secured email to send us your non-public information. The information in this Agreement will also be posted on the Farmers Bank and Trust web site at www.farmersbankks.com. By consenting to receive electronic communications, you do not relinquish your right to receive paper communications. You retain the right to terminate your electronic communication method and return to paper communications. You may request a paper copy of an electronic communication by contacting your lender, contacting us at onlinebanking@farmersbankks.com, or by telephone at (877) 798-2411. We may charge a reasonable service charge for the delivery of paper copies of any communications previously provided to you electronically pursuant to this authorization.

# **Updating Email Address:**

It is your responsibility to provide us with an accurate and complete e-mail address and to promptly update any changes to your email address. You can update your email address on our website by contacting us via email at onlinebanking@farmersbankks.com or by contacting us at (877) 798-2411.

#### Software and Hardware You Will Need:

In order to access, view, and retain electronic communications that we send to you, you must have access to:

- A personal computer or other device capable of accessing the internet
- A web browser that supports 128-bit SSL encrypted communications
- Software that permits you to receive and access Portable Document Format (PDF) files, such as Adobe Acrobat Reader version 5.1 or higher
- An email account with an internet service provider in order to participate in our electronic communications programs
- A printer if you wish to print out and retain records on paper and electronic storage if you wish to retain records in electronic format.

### Withdrawing Consent:

You may withdraw your consent to receive communications in electronic form for your accounts by contacting us via email at onlinebanking@farmersbankks.com or by contacting us at (877) 798-2411. We may treat an invalid email address or the subsequent malfunction of a previously valid address as a withdrawal of your consent to receive electronic communications. Any withdrawal of your consent to receive electronic communications will be effective only after we have a reasonable period of time to process your withdrawal.

### **Termination or Changes to Electronic Communications:**

We reserve the right, in our sole discretion, to discontinue your electronic communications, to terminate, or change the terms and conditions on which we provide electronic communications. We will provide you with notice of any such termination or change as required by law.

#### Federal Law:

You acknowledge and agree that your consent to electronic communications is being provided in connection with a transaction affecting interstate commerce that is subject to the Federal Electronic Signatures in Global and National Commerce Act, and that you and Farmers Bank and Trust both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.