

Montgomery Bank Online Statement E-Sign Disclosure

Montgomery Bank Online Statement E-Sign Disclosure (“disclosure”) applies to each account you have with Montgomery Bank where electronic statements are available (“accounts”).

- 1. Definition of Terms:** The words “we,” “us,” and “our” means Montgomery Bank and the words “you” and “your” means you, the individual(s) who is identified on the account as the owner or authorized signer as the account holder on the account(s). As used in this disclosure, “communication” means any 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.
- 2. Scope of communications to be provided in electronic form:** When you select “agree” with respect to an account, you agree that we may provide you with any communications relating to that account in electronic format, and that we may discontinue sending paper communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic communications and transactions may include, but is not limited to:
 - Initial disclosures or agreements for your account or associated payment features.
 - Periodic disclosures or monthly billing statements for your account.
 - Notices or disclosures about a change in the terms of your account or associated payment feature.
- 3. Method of Providing Communications to You in Electronic Form:** All communications that we provide to you in electronic form will be provided either (1) via e-mail at the e-mail address you provide us, (2) by access to a web site that we will designate in an e-mail notice we send to you at the time the information is available, or (3) to the extent permissible by law, by access to a web site that we will generally designate in advance for such purpose. If an e-mail is returned as undelivered, we may use any other e-mail address that we have for you or a co-applicant. We also reserve the right to use postal addresses. Unless otherwise required by law, you agree that any electronic communications will be deemed received by you when sent by any means set forth above.
- 4. How to Withdraw Consent:** You may withdraw your consent to receive communications in electronic form for any of your accounts by contacting us at any of the methods identified in the **Contact Us** paragraph. Withdrawal by any co-applicant will be effective for all applicants. We will not impose any fee to process the 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.
- 5. Consent Coverage; Notices from You are Not Covered:** Applicable law or contracts sometimes require you to give us “written” notices, and your consent does not relate to those items. In order to coordinate our processing, you must still provide us notice on paper.
- 6. 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 us promptly of any changes in this information. You can update such information using any of the communication methods identified in the **Contact Us** paragraph.
- 7. Hardware and Software Requirements:** In order to access, view, and retain electronic communications that we make available to you, you must have the following hardware and software (collectively, “System Requirements”):
 - Access to a computer capable of accessing the Internet and sending and receiving e-mail and a printer capable of printing copies of website information for your records (if you desire paper records);
 - A valid e-mail account with an Internet Service Provider ;
 - Your computer should have access to a storage device if you wish to store electronic communications;
 - Personal computer operating systems software as follows:

Microsoft Windows (VISTA, Windows 8, Windows 7, XP):	Mac OS X: (10.5, 10.6 Snow Leopard)
Microsoft IE: 9.0 or higher	Apple Safari: 4.0 or higher
Apple Safari 4.0 or higher	Mozilla Firefox
Mozilla Firefox	Opera
Opera	
Google Chrome	
- 8. Requesting Paper Copies:** We will not send you a paper copy of any communications, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made no later than five years after we first provided the electronic communication to you. To request a paper copy, contact us either in person or by telephone. We may charge you a fee, as indicated on the Bank’s Miscellaneous Fee Schedule, for the delivery of paper copies of any communication provided to you electronically pursuant to your authorization. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any communication that you have authorized us to provide electronically.
- 9. 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 we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

10. Termination/Changes: We reserve the right, in our sole discretion, to discontinue the provision of your electronic communications, or 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.

11. Contact Us: You may contact us using any of the following methods:

- Email: customerservice@montgomerybank.com
- Telephone: 800-455-2275
- In Person: Visit any Montgomery Bank branch location, as listed on our website www.montgomerybank.com
- US Postal Service: Montgomery Bank; P.O. Box 948; Sikeston, MO 63801