

DENISON STATE BANK
Consent and Agreement for
Electronic Delivery of Account Statements and Notices

(All references to “Statement” below also include “Notices” generated on conditions on bank accounts and loan notes.)

Your Consent. For Denison State Bank (“the Bank”) to begin forwarding your Account Statements to you electronically, we need your consent, in accordance with the E-SIGN Act that U.S. banks must comply with. Please review the information below prior to your agreement.

- **Your rights/options to receive a disclosure in paper form** – If you elect to receive your Account Statements through electronic delivery, the Bank will no longer send you your statements through the mail. These Statements and Notices are generally accessible by registered user login to the bank’s digital banking services at its browser web site www.dsbks.com and mobile banking app, in the “Documents” menu section. Some delivery, if so arranged, will be through a secure server site of our service provider at www.csiesafe.com (separate registration required, separate disclosure provided).

- **Whether your consent applies only to a particular transaction or to categories of transactions** – Your consent, which will be electronically given to the Bank by selecting the 'Accept' option below this Consent and Agreement, is to authorize the Bank to forward to you your periodic Account Statements and any other disclosures that the Bank might send to you with your Account Statements, such as Truth in Savings or Electronic Funds Transfer disclosures or other required disclosures relating to your accounts through electronic means.

- **The right to withdraw consent to have records provided electronically, including any consequences or fees associated with doing so** – You must provide the Bank your request in writing or digital message such as email to discontinue this electronic delivery service. After we implement your request, and after such time you will no longer receive your statements electronically. We will charge no fees for discontinuing the service.

- **How the consumer may obtain a paper copy of the record upon request** – You may contact the bank to obtain a paper copy of your account statement at any time. Review your service charge disclosure previously provided to you to determine our current fees for reprinting or account research that may apply.

- **Hardware and software requirements for access and retention of the electronic information** – The hardware and software requirements that enable you to receive and retain your Bank Statements electronically are discussed below in Our Requirements.

Our Requirements. First, the same terms apply with respect to electronically delivered Account Statements as for those delivered in paper form, and the deposit agreements and disclosures that you have previously entered into or received from the Bank remain in effect.

Second, for you to be able to receive and view your statements effectively, you must use an Internet browser that supports 128-bit encryption. Our system supports all modern web browsers including (but not limited to) Firefox, Safari, Chrome and Internet Explorer. Also, to view your Account Statements, you will need Adobe Acrobat Reader 10.0 or greater. This product is available for free at <http://www.adobe.com>.

We will store your statements electronically for 12 months from the date of delivery. You may print or download your statements to retain copies of them. After 12 months, when the newest statement is posted, the oldest one is deleted.

Pricing Discounts. By registering for electronic statement delivery, the bank will apply any price discounts on the monthly maintenance fee, as has already been disclosed to you as an account holder of any eligible account.

Privacy. Our privacy policy, which has been previously provided to you, will apply to this service and the policy is incorporated into and made a part of this Consent and Agreement.

Service Availability. The Bank may change, suspend, or eliminate all or any aspect of this delivery service upon 30-day notice to you.

Security. To protect the security of your banking information, you must not disclose or share your Username and password with any third party. In addition, your Account Statements will not be forwarded to you through email. You will be notified by email that they are available for you to access through your login to DSBconnect. Should you be unable to access your statements that way, please contact the bank and we will take other measures to provide copies of your statement to you.

You agree to notify the Bank of any change in your email address so that our notices to you can be accessed by you. You should report to us any errors or complications relating to your electronic receipt or access of your Account Statements.

NO WARRANTY FOR CONTINUOUS OR UNINTERRUPTED SERVICE. We do not guarantee continuous or uninterrupted access to your bank statements through this service. However, should you be unable to access your statements, you can call the bank, and the bank will take measures to provide copies of statements to you.

LIMIT OF LIABILITY. You agree that in no event will we or our providers (or any of our or our provider's shareholders, members, officers, directors or employees) be liable for lost profits of any special, incidental or consequential damages arising out of or in connection with your use of this service, even if we have been advised of the possibility that such damage will occur. Further, you agree that neither we nor these parties referenced will be liable for any technical-hardware-software failure of any kind, any interruption in the availability of our service, any delay in operation or transmission, any incomplete or garbled transmission, computer virus, loss of data or other similar loss.

To the extent we may have breached any term of this consent and agreement, you agree that your sole remedy is to discontinue use of this service. You further agree that our liability to you in any case

(whether in contract or tort) will not exceed amounts paid to us within the last 90 days (if any) for this service.

Arbitration. You agree that any claim or controversy relating to this Consent and Agreement will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of American Arbitration Association. You agree that any claim or controversy you may have will be arbitrated on an individual basis and will not be consolidated in any arbitration with any claim or controversy of any other part. You agree that the arbitration will be conducted in the city in which the Bank's main office is located and that judgment on the arbitration award may be enforced by any court having proper jurisdiction.

Governing Law. You agree that this Consent and Agreement is governed by the laws of the State in which the main office of the Bank is located, excluding any application of conflicts of law rules or principles. You agree that the sole jurisdiction and venue for any litigation arising from your use of our service shall be an appropriate federal or state court located in the State in which the Bank's main office is located.

I have read and agree to this Agreement for Electronic Delivery of Account Statements and Notices from Denison State Bank. This Agreement is binding for all accounts registered for this service and can be withdrawn by sending a written request as noted above.