

The Farmers Bank
Commercial Account e-Statement Application

Business Name

Email Address

Mailing Address

City, State, Zip

Phone Number

Cell Phone Number

Work Phone Number

Contact Name

Please indicate account number(s) to be set up for eStatements

Please read before signing:

For access to the statements you have agreed to receive electronically, you will need a computer with a working internet connection and an active email address. We recommend Microsoft Internet Explorer 5.0 or higher, but can support any browser with 128-bit encryption capabilities (i.e. Netscape 4.03 or higher). You will also need Adobe Acrobat 7.0 or later to view your statements.

I certify that the information provided is true and correct. I authorize The Farmers Bank to verify any information included in this application. Account access is limited to accounts on which I am a signer. I certify that I have read and agree to The Farmers Bank's eStatement Usage Agreement (attached). If enrolled in eStatements, I authorize The Farmers Bank to deliver my statement on the account(s) indicated above through eStatements via Online Banking and understand I will no longer receive paper statements. I agree it is my responsibility to keep my email address updated in order to receive notification that my eStatement(s) is available. I have read these terms and my signature below acknowledges my agreement to them.

Signature _____

Date _____

FOR BANK USE ONLY

Application received by _____ Date _____

Customer Information and Signature verified by _____ Date _____

File Maintenance:

[] Navigator – Document Distribution Code - File maintained by: _____ Date: _____

[] Navigator – [] email address verified _____ File maintained by: _____ Date: _____

[] Access Manager – File maintained by: _____ Date: _____

The Farmers Bank's Commercial Account eStatement Usage Agreement

The Farmers Bank ("we" or "us") eStatement service terms are set forth below. We will use information collected from you only as necessary to assist in processing eStatements. Please read the following.

1. **Use of eStatements.** By accepting the eStatement Usage Agreement, you authorize The Farmers Bank to deliver your statements to you through eStatement via Online Banking. Once enrolled in eStatements, you will no longer receive paper statements.
2. **Security of the Site.** The Farmers Bank utilizes Online Banking to deliver your eStatements which brings together a combination of industry approved security technologies to protect data for the bank and for you, our customer. It features password-controlled system entry, Multifactor Authentication (MFA), a VeriSign-issued Digital certificate authentication of the client's browser and the web server, Secure Sockets Layer (SSL) protocol for data encryption and routers, firewalls, intrusion detection systems and the monitoring of the network and network components.
3. **Registration.** When registering with eStatements, you represent and warrant that your registration with The Farmers Bank and use of eStatements will not violate any local, state, national or international laws or regulations. There is no charge for eStatements.
4. **In Case of Errors or Questions About Your Electronic Statement.** Telephone us at 615-325-1147, or write us at the Farmers Bank, Electronic Banking Department, P O Box 10, Portland, TN 37148 as soon as possible if you think your statement is incorrect or if you need more information about your account.
5. **Limitation on Liability.** EXCEPT AT OTHERWISE PROVIDED HEREIN OR BY LAW, IN NO EVENT WILL THE BANK BE LIABLE TO YOU FOR ANY LOSS ARISING FROM THE USE OR OF INABILITY TO USE, THIS SERVICE, WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, FORSEEN OR UNFORSEEN, INCLUDING LOSS OF PROFITS OR OTHER ECONOMIC LOSS, OR ANY OTHER DAMAGE OF ANY KIND EVEN IF THE BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

We make no warranty to you regarding the compute software, including any warranty of merchantability or fitness for a particular purpose. We are not responsible for any loss resulting from a cause over which we have no control, including but not limited to, errors or failures from any malfunction of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, natural disaster, wars or government restrictions. We are also not responsible for any damage to your computer, telephone or other property resulting from the use of Online Banking, including damage from any electronic virus that you may encounter.

6. **Your Liability and Indemnity.** You warrant that you will perform your obligations under this Agreement consistent with all applicable Bank rules and regulations and that all information that you provide us is accurate, timely and has been authorized by you. Use of these Services is at your own risk. You are responsible for the installation, maintenance and operation of your computer and browser software, anti-virus software and computer firewall. The risk of error,

failure or nonperformance is your risk and includes the risk that you do not operate the computer software properly. Undetected or un-repaired viruses may destroy your program files and even your hardware. We encourage you to purchase and employ anti-virus software and a reliable firewall on your computer that will protect your computer from intrusion while you are connected to the Internet. You are solely responsible for the proper installation, configuration, and maintenance of an intrusion detection system you may employ. Except to the extent that we are liable under the terms of this Agreement, you agree to indemnify and hold the Bank, its officers, directors, agents, and employees harmless for all claims, demand, judgement, liability, causes of action, damages and expenses (including court costs and reasonable attorney's fees) at user's sole expense, arising out of your use of the Online Banking Service. Indemnification shall survive termination of this agreement.

7. **Other General Terms.** This agreement is intended to supplement and not to replace other agreements between you and us relating to your Account(s), including without limitation, our "Deposit Account Agreement" and "Regulation CC Funds Availability Disclosures", "Fee Schedule", "Regulation E Disclosure" and "Online Banking Agreements". In the event of a conflict between this Agreement and any other account rules and agreements that apply to your account(s), or the functions performed using eStatements; this Agreement shall govern and prevail.
8. **Address Changes.** You agree to promptly notify us of any changes to your email address by contacting The Farmers Bank at 615-325-1147 or 615-672-5665 or in writing at The Farmers Bank, Electronic Banking Department, P O Box 10, Portland, TN 37148.
9. **Applicable Law.** This Agreement will be governed by, construed and enforced according to the laws of the State of Tennessee.
10. **Termination or Discontinuation.** In the event you wish to discontinue this service by withdrawing your consent, you must contact the bank at 615-325-1147 or 615-672-5665 or in writing at The Farmers Bank, Electronic Banking Department, P O Box 10, Portland, TN 37148. There is no cost associated with withdrawing your consent. We may terminate service to you at any time and/or revoke your right to use the software. Neither termination or discontinuation shall affect your liability or obligations under this Agreement. Research fees disclosed at account opening or subsequent disclosures may apply for prior statements. Once consent for Electronic Statements has been withdrawn, you will begin receiving paper statements at the mailing address on file. You must re-consent electronically to re-enroll for estatements due to hardware, software and other requirements. There is no charge to re-enroll for this service.
11. **Amendment.** The Farmers Bank reserves the right to modify these terms and conditions at any time, effective upon publication.