# **E-Statement Enrollment Form**

To sign up for E-Mail statements, fill in the information below, print, sign and date the form. Then mail the form to the Bank, bring it to a Bank location in person, or fax it to the bank at 254.759.0246. In a few days, we will email you your last statement. Use the password you select and list on this enrollment form to access your statement.

Last Name/Business Na	ame	First Name		Middle Initial
SSN/TIN		Mailing Address	City	State Zip
Home Phone		<b>Business Phone</b>		Bank Use Only Employee Branch
an e-statement. You w (s) via email. You may recommend that you contaracters with a mini- with any commonly kn	ill also need to use the same reate a passwo mum of six (6 own personal	password for all accounts ord that utilizes both upper ) to (8) characters. Your p identification, such as soci	will allow you listed. For r and lower assword sho al security	ou to access your statement security reasons, we case alpha and numeric ould not be associated
ACCOUNT NUMBER	STATEMEN	DRESS TO WHICH NT WILL BE SENT vide up to 3 addresses for each ac	count)	PASSWORD (6 to 8 characters)
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			_	
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			_	
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ACCOUNT NUMBER	EMAIL ADDRESS TO WHICH STATEMENT WILL BE SENT (You can provide up to 3 addresses for each account)	PASSWORD (6 to 8 characters)
	ou are responsible for the care and safekeeping o	
to view confidential info your e-mail address has	wing another, unauthorized person access to this in ormation regarding your account (s). You are respected in the event an e-statement is returned our statement will be mailed to the postal address celled.	ponsible for notifying us if undeliverable, due to a
month of delivery. You	e-statement service, you will not receive your pape may obtain a paper copy of your statement by con n the Bank's Schedule of Services and Fees may a	tacting the Bank, but
	nent Application form, you consent and agree to p notices to you in electronic form, in lieu of provid orm.	
terms and condition	ou represent that you have read, understants of the Electronic Statement Disclosure Anditions stated above.	
Signature	Date	·
Signature	Date	
COMPLETE THE END BRING THE FORM TO OR MAIL IT TO: COMM	E E-STATEMENT ENROLLMENT FORM MUS ROLLMENT PROCESS. WHEN COMPLETE A O ONE OF OUR LOCATIONS, FAX IT TO THE MUNITY BANK & TRUST : ELECTRONIC SERVICES DEPARTMENT	ND SIGNED, PLEASE

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P.O. BOX 2303

WACO, TEXAS 76703-2303

# COMMUNITY BANK & TRUST ELECTRONIC STATEMENT (e-statement) DISCLOSURE AGREEMENT

The following provisions constitute an agreement of Community Bank & Trust (hereinafter referred to as "we", "our", "us", and "Bank") concerning electronic delivery of statements and notices concerning accounts, including time deposits, maintained by any individual, corporation, partnership, association, or other legal entity (herein referred to as "you", "yours", and "Depositor"). To the extent there is any conflict between any statement made in this Electronic Statement (e-statement) Disclosure Agreement (the "Agreement") and the other Community Bank & Trust account disclosures, this Agreement will prevail.

## 1. ELECTIONS AND AUTHORIZATION FOR ELECTRONIC DELIVERY

By signing the e-statement Application form, you affirmatively consent and agree to permit the Bank to make disclosures and provide notices to you in electronic form, in lieu of providing such notices and disclosures in written form. Your consent and agreement shall relate to all forms of disclosures and notices required under applicable law as a result of the various agreements between you and the Bank and shall remain valid until such time as you exercise your right to revoke this consent. You elect and authorize us, at our discretion, to electronically deliver your account statement(s) and notices that we are required to provide to you under applicable Federal and State statutes and their implementing regulations, as amended from time to time, including:

Truth in Lending Act
Truth in Savings Act
Fair Credit Reporting Act
Electronic Funds Transfer Act
Home Mortgage Disclosure Act
Fair Housing Act
Equal Credit Opportunity Act
Consumer Leasing Act
National Bank Act
Texas Banking Act
Privacy of Consumer Financial Information

Other Federal and State statutes may be enacted or amended in the future to provide for electronic delivery of account statements and notices. Your signature on the e-statement Application form also authorizes us, at our discretion, to provide electronic delivery of such statements and notices pursuant to these statutes after they become effective. If there is more than one Depositor that is a party to the account, notice to any one Depositor will be effective for all. You are consenting to receive all future bank account statements electronically through the email address you provide to the bank.. You agree that Community Bank & Trust will not be required to send you paper statements through the mail to your mailing address on record. To revoke this consent or to request a paper copy of any electronic disclosure or notice provided pursuant to this consent, you must either call the Bank at 254-753-1521 and ask for a customer service representative or write the Bank at P.O. Box 2303, Waco, Texas 76703-2303. Refer to Paragraph 3 for a description of the hardware and software requirements for access to and retention of electronic disclosures and/or notices. There is no charge for e-statements.

## 2. SECURITY MEASURES

We will use commercially reasonable measures, consistent with industry standards, to maintain a reasonable level of security over the information contained in the electronically delivered account statement(s) and notices. Upon your election of the e-statements service, the Bank will send you an email requesting you to confirm that you have the necessary software and hardware to receive the electronic statements. Our security consists of 128-bit encryption of the data on the e-statements to protect it while in transit over the Internet. Subject to Paragraph 7 below, once you receive and open an e-statement, it is decrypted by use of Acrobat Reader 5.0 or higher and a unique password until such time that you exit the e-statement, when it is once again encrypted at the 128-bit level and password protected.

YOU UNDERSTAND THAT THESE INDUSTRY STANDARDS ARE DYNAMIC AND CONSTANTLY DEVELOPING. BY SIGNING THE ENROLLMENT FORM FOR e-statements, YOU ACKNOWLEDGE AND UNDERSTAND THAT THERE ARE RISKS TO ELECTRONIC DELIVERY OF ACCOUNT STATEMENT (S) AND NOTICES, INCLUDING, BUT NOT LIMITED TO, DELAY OR FAILURE OF DELIVERY DUE TO TECHNICAL DIFFICULTIES, WEATHER CONDITIONS (INCLUDING BUT NOT LIMITED TO SUN SPOTS), MATTERS BEYOND OUR REASONABLE CONTROL OR INTERCEPTION AND/OR ALTERATION OF SUCH ACCOUNT STATEMENT (S) AND NOTICES BY THIRD PARTIES IN SPITE OF THE BANK'S COMMERCIALLY REASONABLE SECURITY MEASURES AND FIND THAT OUR SECURITY MEASURES ARE COMMERCIALLY REASONABLE. IN REACHING THIS CONCLUSION, YOU HAVE CONSIDERED THE HISTORICAL AND POTENTIAL FUTURE CONTENT OF YOUR ACCOUNT STATEMENT (S), THE RISKS ASSOCIATED WITH ELECTRONIC DELIVERY OF ACCOUNT STATEMENT (S) AND OUR SECURITY PROCEDURES, IF YOU CONCLUDE THAT OUR SECURITY PROCE DURES CEASE TO BE COMMERCIALLY REASONABLE IN THE FUTURE, YOU MUST TERMINATE THIS AGREEMENT IMMEDIATELY IN ACCORDANCE WITH PARAGRAPH 10 BELOW.

#### 3. YOUR COMPUTER'S SPECIFICATIONS

In order to participate in the e-statement services and receive and retain copies of your statements electronically you will need to provide or obtain access to the following:

- A. A computer and modem or other device capable of accessing the Internet
- B. An active "Internet Service Provider"
- C. A Web Browser that support 128-bit SSL encryption
- D. The ability to download or print agreements and disclosures
- E. Adobe Acrobat Reader software
- F. System must allow attachments up to 500 KB
- G. System must allow .PDF extension through firewall

(User needs will dictate amount of free disk space needed for e-statement retention)

# 4. E-MAIL ADDRESS

We will send your periodic account statement(s) to you via e-mail to the last known e-mail address provided by you. You agree to notify us promptly in writing of any change of your e-mail address. For your protection and for security purposes, we will not accept any change of e-mail address notices via e-mail or telephone. If you have not notified us in writing of any change to your e-mail address, you agree that your failure to provide us with a good e-mail address is the lack of ordinary care on your part. If we become aware that you are not receiving your e-statement(s) and notices, we will send your e-statement(s) and notices to you via U.S. Mail to your last address known to us. If you have a "multiple-party account", your e-mail address may be changed using the procedure described above by any authorized party to your account. THE BANK SHALL HAVE NO OBLIGATION OR LIABILITY TO ANY OF THE PARTIES TO A MULTIPLE-PARTY ACCOUNT IF THE E-MAIL ADDRESS IS CHANGED USING THE PROCEDURES SET FORTH ABOVE.

# 5. PROMPT REVIEW OF e-statements

Your e-statement will be dated the day the e-statement is sent to you by e-mail (the "E-mail Date"). You must promptly review your e-statement and any accompanying items and notify us of any errors or questions. Please see the "IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS OR DIRECT DEPOSITS" section on the back of the e-statement. Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the E-mail Date regardless of when you receive and/or open the e-statement.

# 6. CHANGING YOUR PASSWORD

If you would like to change your password, you must notify us in writing to request the password change. For your protection and for security purposes, we will not accept any change of password notices via e-mail or telephone. The procedure for changing your current password is to simply set forth in a letter your new password. We will then notify you via e-mail delivery of your most recent

statement to verify the change to your new password. It is recommended that you change your password periodically as a security precaution.

If you have a "multiple-party account", your password may be changed using the procedure described above by any authorized party to your account. THE BANK SHALL HAVE NO OBLIGATION OR LIABILITY TO ANY OF THE PARTIES TO A MULTIPLE-PARTY ACCOUNT IF THE PASSWORD IS CHANGED USING THE PROCEDURES SET FORTH ABOVE.

You agree that the Bank has no control as to the persons who have access to your personal computer and your password once it is in your possession. The Bank will not be liable for any unauthorized access to your personal computer using your password. You agree that it is your responsibility to initiate and maintain adequate procedures to prevent any unauthorized access to your personal computer or unauthorized use of your password.

## 7. DISCLAIMER OF WARRANTY

WE MAKE NO WARRANTIES OF ANY KIND WITH RESPECT TO THE SOFTWARE PROGRAM USED TO ACCESS THE e-statements SERVICES, AND WE DO NOT WARRANT THAT THE SOFTWARE PROGRAM OR THAT e-statements SERVICES WILL MEET YOUR SPECIFIC REQUIREMENTS. WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE USE AND ADEQUACY OF THE SOFTWARE PROGRAM OR THE e-statements SERVICES WE PROVIDE UNDER THIS AGREEMENT. WE DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### 8. NOTICE OF UNAUTHORIZED ACCESS

If you believe your e-statement is lost or that someone has obtained access to your e-statement without your permission, call the Bank at 254-753-1521 and ask for a customer service representative or write the Bank at P.O. Box 2303, Waco, Texas 76703-2303.

# 9. LIABILITY; INDEMNIFICATION

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED IN THIS AGREEMENT, WE SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE e-statements SERVICES AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT.

WE SHALL BE LIABLE ONLY FOR MATERIAL LOSSES WHICH ARE THE DIRECT RESULT OF OUR OWN NEGLIGENCE OR INTENTIONAL MISCONDUCT IN PERFORMING THESE estatements SERVICES. WE SHALL HAVE NO LIABILITY FOR FAILURE TO PERFORM ANY estatements SERVICES OR FOR ANY DISRUPTION OR DELAY IN PERFORMING e-statements SERVICES IN THE EVENT SUCH FAILURE, DISRUPTION OR DELAY IS DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, FAILURE OR DISRUPTION OF ELECTRIC POWER, COMPUTER EQUIPMENT, TELECOMMUNICATIONS SYSTEMS, YOUR ISP, OR WEATHER CONDITIONS. WE SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE DAMAGES OR INDIRECT LOSS UNDER ANY CIRCUMSTANCES. EXCEPT TO THE EXTENT THAT WE ARE LIABLE UNDER THIS AGREEMENT, YOU AGREE TO INDEMNIFY AND HOLD US AND OUR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS, DEMANDS. JUDGMENTS. AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THESE e-statements SERVICES. YOU AGREE THAT THIS INDEMNIFICATION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

# 10. TERMINATION/AMENDMENT

This Agreement shall remain in full force and effect until it is terminated by either party upon thirty (30) days' prior written notice to the other party. We also have the right to terminate this Agreement immediately, with or without cause, or if you fail to comply with the terms of this Agreement or any other agreement which you may have with us or any applicable rule or regulation which may govern your

account(s). If we terminate this Agreement for any of these reasons, such termination shall be effective on the effective date specified in a written notice mailed to you, and not on the date when the notice is mailed or received. Any amendment or revision to this Agreement must be executed in writing by an authorized party to your account and attached to our copy of the Agreement as well as noted in our account records.

## 11. GOVERNING LAW/JURISDICTION/SEVERABILITY

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas and any applicable Federal laws and regulations. You irrevocably submit to the jurisdiction of any Federal or State court sitting in the State of Texas for any action that you bring and agree that, in any action brought under this Agreement, venue shall be placed in McLennan County. A determination that any part of this Agreement is invalid or unenforceable will not affect the remainder of this Agreement.

## 12. ARBITRATION

THIS AGREEMENT INCORPORATES BY REFERENCE THE TERMS AND PROVISIONS OF AN ARBITRATION AGREEMENT LOCATED IN THE RULES, WHICH GOVERNS ACCOUNTS AND OTHER AGREEMENTS AND SERVICES OFFERED BY THE BANK AND PURSUANT TO WHICH THE DEPOSITOR AND THE BANK AGREE, UPON THE REQUEST OF THE DEPOSITOR OR THE BANK, TO SUBMIT TO MANDATORY BINDING ARBITRATION ANY "DISPUTE" AS THAT TERM IS DEFINED IN THE RULES.