

State Bank & Trust Co. - ESign Disclosure & Consent Agreement to Receive Electronic Documents

>>IMPORTANT<< THIS AGREEMENT ALONE DOES NOT ENROLL YOU IN ONLINE STATEMENTS. AN END USER MUST NAVIGATE TO THE ONLINE STATEMENTS TAB AND AGREE TO THE ONLINE STATEMENTS DISCLOSURE. IF YOU WITHDRAW CONSENT FROM THIS AGREEMENT BUT WANT TO RETAIN ONLINE STATEMENTS, AN END USER MUST DEMONSTRATE THEIR ABILITY TO OPEN AND VIEW STATEMENTS BY OPENING A STATEMENT AND, ON THE SUBSEQUENT POP-UP WINDOW, CLICKING "YES" TO CONFIRM THEY CAN VIEW THEIR STATEMENT.

Before enrolling and using State Bank & Trust Co. online banking, you must review and consent to this agreement. After consenting, you can withdraw your consent. Please see the "Withdrawing Your Consent" section of this agreement for more information. Please read this agreement carefully and save a copy for your records. A copy of this agreement can also be made available to you upon request to State Bank & Trust Co.

This ESIGN Disclosure & Consent Agreement ("Agreement") is between State Bank & Trust Co., Nevada, Iowa ("Bank". "we". "us", or "our") and online banking end user ("you" or "your"). Federal law (including The Electronic Signatures in Global and National Commerce Act (ESIGN Act)) treats electronic signatures as having the same legal force and effect as if they were signed on paper by hand. Therefore, online contracts have the same legal force as signing an equivalent paper contract in ink. Please note, to apply for products and services online, the applicant will be required to utilize an electronic signature.

DOCUMENTS

Documents that are subject to this disclosure and consent include, but are not limited to, applications, notices, disclosures, account statements, authorizations, secure online forms, and other documents that may be provided to you in the course of your relationship with State Bank & Trust Co. This includes Documents received, signed, and/or delivered electronically by State Bank & Trust Co.

RETAINING DOCUMENTS

Your electronic documents may be viewed electronically, printed with a local printer, or saved to a long-term storage device, such as your local hard drive. You are encouraged to retain your documents, including this Agreement, for your records.

YOUR RESPONSIBILITIES

It is your responsibility to provide the Bank with current contact information. You must notify us when your e-mail, physical address, or phone number changes.

You are responsible for installation, maintenance, and operation of your hardware and software. The Bank is not responsible for any errors or failures of your hardware or software.

You are responsible for accessing, opening, and reading electronic documents and disclosures. It is your responsibility to notify the Bank if any electronic document is inaccessible, incomplete, or unreadable. Please notify us if any of the above problems exist and you are unable to access or view an electronic document.

ELECTRONIC DOCUMENT DELIVERY

When you accept this Agreement **AND** accept the Online Statement Disclosure within online banking, you agree to receive online statements electronically through State Bank & Trust Co.'s online banking service. You can accept the Online Statement Disclosure by clicking on the Online Statements tab in online banking, reviewing the disclosure, and clicking "I agree." If you do not see a disclosure, then you have already agreed to it. You will receive an email notification when your statement is ready to view. You can access your statements by selecting the Online Statement tab, choosing the date, and clicking on your statement. You can save or print your statement as needed. You will not receive paper copies of this notice or disclosure, nor will you receive paper copies of your online statement unless paper copies are required by law or you request paper copies as described below.

WITHDRAWING YOUR CONSENT

You may withdraw your consent to receive documents electronically at any time. If you are enrolled in Online Statements, withdrawing your consent will remove online statements and receive paper statements. There is no fee to withdraw your consent, but you may be charged a fee for paper statements as disclosed on our Service Fee Schedule. To withdraw your

consent to this ESIGN Disclosure & Consent Agreement and no longer use online statements, please contact State Bank & Trust Co. Customer Service at 515-382-2191. Your consent to withdraw will be effective after the Bank has had a reasonable amount of time to process your request.

REQUESTING PAPER COPIES

You have the right to request a paper copy of any document we provide electronically. All electronic statements are available for you to download and print at any time through online banking. Should you need the Bank to provide you a copy, you may request paper copies by calling the bank at 515-382-2191, visiting a branch in person, submitting a request within State Bank & Trust Co.'s Online Banking (if currently enrolled), or by providing a written request to State Bank & Trust Co., PO Box 327, Nevada IA 50201. You may be charged a fee for paper statements as disclosed on our Service Fee Schedule.

HARDWARE / SOFTWARE REQUIREMENTS

Your ability to view this Agreement demonstrates you meet the basic hardware and software requirements necessary to view subsequent documents in this electronic format. To view the electronic documents, you will need a device with internet access, such as a desktop computer, laptop, or smartphone, running an appropriate operating system, such as Microsoft Windows, Mac OS, Linux, iOS, or Android. Your computer or device hardware must be able to reliably run the necessary software required to open a Portable Document File (PDF).

We will notify you if any changes in hardware or software requirements will create a material risk to your ability to access future electronic documents. We will request your consent to proceed with electronic document delivery at that time.

BANK LIABILITY

State Bank & Trust Co. will not be responsible or liable for consequential or incidental damages arising from unauthorized access to electronic documents: damages arising from your inability to access your electronic documents due to computer, email, or internet malfunction: or any cost associated with updating, modifying, or terminating your software or hardware.

AFFIRMATIVE CONSENT

By clicking to accept this agreement and registering for online banking, you acknowledge your intent to use electronic signatures or electronic initials where requested and consent to electronic delivery of any legal and regulatory notices or disclosures related to opening this account, changes to this Agreement, or any other notice or disclosure that we are required by law to provide you. You understand that State Bank & Trust Co. will not provide paper copies of electronic documents unless you request them or when required by law. You acknowledge that you have satisfied equipment and access requirements. You understand your requirements and responsibilities outlined in this Agreement.