

# Electronic Documents (E-Sign) Disclosure

## First International Bank & Trust

*October 2021*

This First International Bank & Trust Electronic Documents (E-Sign) Disclosure (“Disclosure”) applies to each account you have with First International Bank & Trust (FIBT) where electronic statements/notices are available (“Accounts”). The words “we,” “us,” and “our” means First International Bank & Trust 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, “Statement” means any periodic statement, billing 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.

**Scope of Consent for Electronic Delivery of Statements:** You have elected to have statements provided to you electronically through our online banking system; however you do have the right to receive paper statements. By replying with a positive response to the Receipt and Compatibility Activation email, you agree that we may provide you with any statement relating to any Account in electronic format, and that we may discontinue sending paper statements to you, unless and until you withdraw your consent as described below. Your consent to receive electronic statements and transactions includes, but is not limited to:

- 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.
- Notice and disclosures that are required by regulation to be provided to you in writing.
- Privacy policies and notices.
- Overdraft and charge back notices.
- Payment due or billing statements.
- Past due or late payment notices.
- Maturity notices.
- Dormancy, inactive, or re-activated account notices.
- Automatic transfer notices.
- Loan advance notices.
- Customer information or such items as missing or outdated insurance, titles, financial statements, tax returns, etc.
- Interest rate and / or payment change notices.

**Method of Providing Statements to You in Electronic Form:** All statements that we provide to you in electronic form can be obtained by accessing our website at [www.FIBT.com](http://www.FIBT.com) within our Online Banking System. Each month we will send an email notice to you advising you of the availability of your Electronic Statement/Notice with instructions on how to access your Electronic Statement/Notice. Your Electronic Statement/Notice will then be available for viewing for a period of 24 months or such period as decided by FIB&T and notified to you from the applicable statement date.

**How to Withdraw Consent:** You may withdraw your consent to receive statements in electronic form for any of your Accounts by contacting us **by telephone at (800) 359-8092 or by postal mail at P. O. Box 607, Watford City, ND 58854.** We may treat your provision of an invalid email address or the subsequent malfunction of a previously valid address or cancellation of participation in our online banking product as a withdrawal of your consent to receive electronic statements. We will not impose a fee to process the withdrawal of your consent to receive electronic statements. Any withdrawal of your consent to receive electronic statements will be effective only after we have a reasonable period of time to process your withdrawal.

**Rewards Account Customer:** If you withdraw your consent to receive your monthly periodic statement electronically your account will be charged a fee of \$3.95 each statement cycle. There is an additional charge of \$2.00 each statement cycle if you choose to receive a copy of your imaged checks with your paper statement.

**Essential Account Customer:** If you withdraw your consent to receive your monthly periodic statement electronically your account will be charged a fee of \$3.95 each statement cycle. There is an additional charge of \$2.00 each statement cycle if you choose to receive a copy of your imaged checks with your paper statement. These fees may be refunded to you if you are 55 years of age or older.

**How to Update Your Records:** It is your responsibility to provide us with a true, accurate and complete e-mail address, contact, and other information related to this Disclosure and your Account(s), and to maintain and update promptly any changes regarding this information. We generally ask that updates to your records be in writing by you. You can update such information by sending a request via postal mail to P. O. Box 607, Watford City, ND 58854 or by logging into your online banking account at [www.FIBT.com](http://www.FIBT.com), going to Settings then Contact and editing your email address.

**Hardware and Software Requirements:** In order to access, view, and retain electronic statements that we make available to you, you must be enrolled in our Online Banking. While each Online/Mobile Banking service has its own requirements further defined in the terms for that service, **at a minimum** to use any Online/Mobile Banking service, you must have:

- An eligible Financial Account (checking, savings, CD, loan or credit card) with FIBT.
- An active and valid email address that can be used for online/mobile services communications. Ability to create a unique username and password that will be used to access Online/Mobile Banking.
- A personal computer or other electronic device that is capable of accessing the Internet and is running one of the last two major versions of a compatible and supported operating system and browser (Apple Safari, Google Chrome, Microsoft Edge or Mozilla Firefox).
- Sufficient electronic storage capacity on your device's hard drive or other data storage unit.

**Requesting Paper Copies:** We will not send you a paper copy of any statement from us on accounts where you have elected to receive electronic statements, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic statement by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made no later than seven years after we first provided the electronic statement to you. To request a paper copy, contact us by telephone at (800) 359- 8092. We may charge you a reasonable research service charge for the delivery of paper copies of any statements 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 statement that you have authorized us to provide electronically.

**Statement in Writing:** All statements in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of your First International Bank & Trust Online Statements, this Disclosure, your initial authorization to receive FIBT Online Statements and any changes to that authorization.

**No Warranty for Continuous or Uninterrupted Service:** Because of the unpredictability of the internet, we do not guarantee continuous or uninterrupted access to your bank statements through the internet. However, should you be unable to access your statements, you can call the bank at (800) 359-8092 and the bank will take other measures to provide copies of your statements to you.

**Limit of Liability:** You agree that in no event will we or our suppliers (or any of our or our supplier's shareholders, members, officers, directors or employees) be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with your use of our service, even if we have been advised of the possibility that such damage will occur. Further you agree that neither we nor our suppliers (or any of our or our supplier's shareholders, members, officers, directors or employees) will be liable for any technical, hardware or 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 not) 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 the 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 party. 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.

**Federal Law:** You acknowledge and agree that your consent to electronic statements 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 (ESign), 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.

**Termination/Changes:** We reserve the right, in our sole discretion, to discontinue the provision of your electronic statement, or to terminate or change the terms and conditions on which we provide electronic statements. We will provide you with notice of any such termination or change as required by law.