

Merchants and Farmers Bank eStatement User Agreement and Disclosure

This Merchants and Farmers Bank User Agreement and Disclosure provides consent to receive bank statements, notices and disclosures for your selected bank account(s) by electronic delivery, called eStatements via the banks' Online Banking service. Disclosure information may be submitted via your email account. The terms of this Agreement are in addition to those that apply to an account or service you have with us. Within this Agreement, the terms "you", "your", and "customer", refer to each depositor on an account who has elected to receive an electronic statement, the term "account" or "accounts" means your account at Merchants and Farmers Bank.

- **General** By accepting this Agreement, you have elected to receive your periodic account statements and any required account disclosures in electronic format. Our goal is to provide paperless statements, which are a great way to make your life easier, in addition to help saving our environment. No more waiting for your account information to arrive by US Postal service, we'll simply add your statement to your Internet Banking account. Reconcile your accounts more quickly and reduce the risk of identity theft. Plus, it's a free service. You can view and print your documents (statements, images and disclosures) when it's convenient to you.
- **Equipment / Access Requirements**
 - *Valid, active email address
 - *Personal computer or Mac with printer capability
 - *MS Internet Explorer 6.0 or higher
 - *Authorized Merchants and Farmers Bank Online Banking Access (www.mfbanknet.com)
 - *Adobe Acrobat 6.0 or higher, (download free from www.adobe.com)
- **Eligible Accounts** Checking and / or Savings eStatements will be available at the same frequency (cycle) as your statement(s) were previously mailed. Generally, checking statements are delivered monthly, while savings statements are delivered quarterly, unless combined on your monthly checking account statement. Dormant account cycles may differ.
- **Accessing eStatements** Merchants and Farmers Bank will make your eStatement available per your cycle date. You may then logon to your Online Banking account. Click on your account number and then the "Documents" tab, select DDA Statements for statements only or select Checking Account Statements for statement and images. There will be 24 months of statement history. eStatements will be viewable electronically in PDF-Portable Document Format which can be viewed online or printed at your convenience. **It is your responsibility to view your account statement and disclosures through Merchants and Farmers Bank's Online banking program.** You will no longer receive a paper statement by mail after enrolling for this service. If you wish to have a paper copy of a statement or check mailed to you, normal research fees will apply. You understand that you have a duty to exercise reasonable promptness in examining the eStatement which includes your electronic debits and cancelled checks for unauthorized signatures, alterations, forgery, posting errors, etc... The statute of limitations governing these responsibilities will commence at the time your eStatement is available regardless of when you access the eStatement with the bank's Online Banking service. We must hear from you no later than 60 days after your FIRST statement is available to you on which the error or problem appeared. You agree Merchants and Farmers Bank's security procedures are commercially reasonable.

- **Security/Customer Responsibilities** You are responsible for accessing and viewing your documents at your earliest convenience. These contain important and legally binding information and disclosures. You are responsible for promptly notifying Merchants and Farmers Bank if any documents you receive are incomplete, unreadable or inaccessible. You must have a valid email address. You agree to immediately notify Merchants and Farmers Bank in writing of any changes to your email address. We will not accept any change of email address via e-mail for your security protection. Failure to update and/or correct your email address may result in Merchants and Farmers Bank reinstating the delivery of your paper statement. Email will sometimes get accidentally collected in a junk/spam mail folder by your email/internet service provider. Simply uncheck the email folder containing Merchants and Farmers Bank and unmark it, this will usually let your email be received to your "Inbox". You chose a personal Access ID and Password as a Merchants and Farmers Bank Online Banking customer, which allows you access to our service. You are responsible for keeping your Access ID and Password confidential and for ensuring that you have logged out when your session is complete to prevent unauthorized access. Access ID and Password is confidential information that should be known only by you. It is your responsibility to contact us if you know or suspect unauthorized use of your Access ID and Password. Merchants and Farmers Bank will not, for any reason, ask for your logon access and/or password. You agree to provide true, accurate, current and complete information about yourselves as requested, and not misrepresent your identity.
- **Termination or Equipment Failure** In the event of equipment failure or email delivery error, you may request a paper copy of your statement at no charge, simply contact our Bookkeeping Department at 870-382-5901. If an email is returned undeliverable for any reason, Merchants and Farmers Bank will attempt to contact you via phone, if no attempt can be made, we will resume the paper delivery of your statement via U.S. Postal Service immediately. If you wish to discontinue this service, you may send your request in writing to Merchants and Farmers Bank, Attn: Bookkeeping Department, P. O. Box 187, Dumas, AR. 71639-0187 or by visiting our main office at 500 Hwy 65 S Dumas AR 71639. Please allow us 30 calendar days from the date of delivery to implement your request. There are no fees associated with revoking this agreement. Termination of this agreement will result in paper account statements and disclosures being mailed to the address we have on file for you.

Merchants and Farmers Bank has the right to rescind this agreement at any time and for any reason without advanced notice.

- **Disclosures** Federal law requires that we obtain your consent before providing required account disclosures electronically. Therefore, your acceptance of this Agreement, provides consent to us to deliver your required disclosures electronically. A copy of our disclosures may be viewed by accessing Merchants and Farmers website, www.mfbanknet.com. These include but are not limited to: Electronic Funds Transfer Act Disclosure and Agreement, Regulation E, Regulation CC and Privacy Notice Disclosure.
- **Privacy** Our privacy policy previously provided to our customers will apply to this service and the policy is incorporated into and made part of this Merchants and Farmers Bank eStatement and Disclosure. Your email address will be used in accordance with the Bank's privacy statement to deliver notification to you. Your email address will not be sold or otherwise provided to third parties.

- **Changes in Terms of Use** Merchants and Farmers Bank reserves the right to modify this Agreement at any time. Any modifications to this service shall be effective the date provided within the notification posted on our website: www.mfbanknet.com. Merchants and Farmers Bank will notify you of any amendments to this Agreement, including any changes in hardware or software required to access documents by providing notice to you via your email address or our website, www.mfbanknet.com. Merchants and Farmers Bank has the right to rescind this Agreement at any time and for any reason without advanced notice.

- **Disclaimer of Liability** Merchants and Farmers Bank does not guarantee the delivery of any email notification, nor liability for losses or damages arising from non-delivery, delayed or mis-delivery. Factors affecting these email notifications are solely between you and a Third Party that you designate, such as an Internet Service Provider or Phone company. We make no representations or warranties whatsoever with regard to Third Party Service Providers products or services. Likewise, Merchants and Farmers Bank makes no warranty of any kind, express or implied that our eStatement delivery will be uninterrupted or error free. We do not and cannot warrant that Merchants and Farmers Bank will operate without error, or that eStatements will be available at all times. You agree that neither we nor our suppliers or our directors, officers or employees be held 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.

The laws of the State of Arkansas shall govern this Agreement. You acknowledge that you have reviewed this Agreement, understand the terms and conditions set forth herein, and agree to be bound hereby.

I agree to the deposit account terms and conditions (signature card) received upon account opening and the terms of the Merchants and Farmers Bank eStatement User Agreement and Disclosure. I consent to receive email notifications and eStatements via the Online Banking service for my account(s) and will no longer receive a periodic paper statement by U.S. Postal Mail.

Customer Signature

Date

eStatement User Agreement and Disclosure

Customer Copy – Pages 1- 3

Customer to complete page 4 and return to the Merchants and Farmers Main Bank.

Merchants and Farmers Bank eStatement Bank Copy

Customer to complete account information below, SIGN, and return this page of the eStatement User Agreement and Disclosure to the New Accounts Department at Merchants and Farmers Main Bank at 500 Hwy 65 S in Dumas. Ph. # (870)382-4311.

- **Disclaimer of Liability** Merchants and Farmers Bank does not guarantee the delivery of any email notification, nor liability for losses or damages arising from non-delivery, delayed or mis-delivery. Factors affecting these email notifications are solely between you and a Third Party that you designate, such as an Internet Service Provider or Phone company. We make no representations or warranties whatsoever with regard to Third Party Service Providers products or services. Likewise, Merchants and Farmers Bank makes no warranty of any kind, express or implied that our eStatement delivery will be uninterrupted or error free. We do not and cannot warrant that Merchants and Farmers Bank will operate without error, or that eStatements will be available at all times. You agree that neither we nor our suppliers or our directors, officers or employees be held 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.

The laws of the State of Arkansas shall govern this Agreement. You acknowledge that you have reviewed this Agreement, understand the terms and conditions set forth herein, and agree to be bound hereby.

I agree to the deposit account terms and conditions (signature card) received upon account opening and the terms of the Merchants and Farmers Bank eStatement User Agreement and Disclosure. I consent to receive email notifications and eStatements via the Online Banking service for my account(s) and will no longer receive a periodic paper statement by U.S. Postal Mail.

Customer Signature

Date

SSN# _____

Email Address _____

Account Numbers for eStatements

Checking _____

Savings _____

Bank Use Only:

Date: _____

Account Maintenance for eStatements by: _____