

Electronic Delivery of First Capital Bank of Kentucky (Account) Statements Consent and Agreement

1. **Welcome!** - Welcome to First Capital Bank's Online Electronic Bank Statement Delivery Service. Our goal is to provide you with an easy and convenient way to receive your periodic Bank Statements through internet (web site) access.

2. **Your Consent.** For the Bank to begin forwarding your Account Statements to you electronically, we need your consent. Please review the information below prior to your agreement. By agreeing to have your Bank Statements sent electronically, you also agree to notify the Bank immediately in writing by mailing or faxing the request to the address information below of any change in your email address or any errors or complications relating to your electronic receipt or access of your Account Statements.
 - **Your rights/options to receive a disclosure in paper form** – If you elect to receive your Account Statements through electronic delivery, the Bank will no longer send you your statements through the mail.

 - **Whether your consent applies only to a particular transaction or to categories of transactions-** Your consent, which will be electronically given to the Bank by selecting the "Yes" option below this Consent and Agreement, is to authorize the Bank to forward to you your periodic Account Statements and any other disclosures that the Bank might send to you with your Account Statements, such as Truth in Savings or Electronic Funds Transfer disclosures or other required disclosures relating to your accounts through electronic means.

 - **The right to withdraw consent to have records provided electronically, including any consequences or fees associated with doing so** - You must provide the Bank your request in writing to discontinue this electronic delivery service, by mailing or faxing the request to the address or fax number set forth below this Consent and Agreement. It will take up to 45 days for the Bank to implement your request, and after such time you will no longer receive your statements electronically. We will charge no fees for discontinuing the service.

 - **How the consumer may obtain a paper copy of the record upon request** – You may contact the customer service department or a banking location to obtain a paper copy of your account statement at any time. Review your service charge brochure to determine our current fees for Account Research that may apply.

 - **Hardware and software requirements for access and retention of the electronic information** – The hardware and software requirements which enable you to receive and retain your Bank Statements electronically are discussed below in Our Requirements.

3. **Our Requirements.** First, the same terms apply with respect to electronically delivered Account Statements as for those delivered in paper form, and the deposit agreements and disclosures that you have previously entered into or received from the Bank remain in effect.

Second, for you to be able to receive and view your statements effectively, you must use an Internet browser that supports 128-bit encryption. Both the Microsoft Internet Explorer browser

and the Netscape Navigator browser versions 4.0 or higher will enable you to receive and use our service. If you do not have at least a 4.0 version of one of the referenced browsers, you can go to the web site of either Microsoft or Netscape and download the appropriate version of the browser you need. Also, to view your Account Statements, you will need Adobe Acrobat Reader 3.0 or greater. This product is available for free at <http://www.adobe.com>.

CSleSafe and our Online Banking system will store your statements electronically for 90 days from the date of delivery. You may print or download your statements to retain copies of them.

4. **Privacy.** Our privacy policy (that has been previously provided to you) will apply to this service and the policy is incorporated into and made a part of this Consent and Agreement. CSleSafe and our Online Banking system are subject to our rules on privacy in relation to your Account Statements. As discussed in paragraph 6 below, you must utilize your unique user name and password to access your statements. Notifications sent to your email address will be used in accordance with the Bank's privacy statement. It will not be sold or otherwise provided to third parties.
5. **Service Availability.** The Bank may change, suspend, or eliminate all or any aspect of this delivery service upon notice to you at any time.
6. **Security.** We are providing this service through CSleSafe and our Online Banking system because of their method of maintaining the security of confidential documents. To protect the security of your banking information, you must not disclose or share your password with any third party. In addition, your Account Statements will **not** be forwarded to you through email. You will be notified by email that your statements are available. Should you be unable to access your statements through the internet, please call our Customer Service Department or preferred banking location and the Bank will take other measures to provide copies of your statement to you.
7. **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 THE NUMBER SET FORTH IN THE ATTACHMENT ACCOMPANYING YOUR BANK STATEMENTS, AND THE BANK WILL TAKE OTHER MEASURES TO PROVIDE COPIES OF YOUR STATEMENTS TO YOU.
8. **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 TORT) WILL NOT EXCEED AMOUNTS PAID TO US WITHIN THE LAST 90 DAYS (IF ANY) FOR THIS SERVICE.

9. **Notices.** If you want to send us a notice in relation to this Consent and Agreement, you must send it by regular mail to the person and address noted below. We may notify you by sending notice to your e-mail address or by mailing you notice by U.S. mail return receipt requested to our most current mailing address that we have for you. You agree that any notices sent by e-mail will be deemed delivered and received 48 hours after being sent. You agree that any notices sent by U.S. mail as provided in this paragraph will be deemed delivered and received three days after the date of mailing.

Address and fax information for the bank is as follows:

**First Capital Bank of Kentucky
293 North Hubbards Lane
Louisville, KY 40207**

Fax: 502-891-4400

10. **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 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 part. 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.
11. **Governing Law.** You agree that this Consent and Agreement is governed by the laws of the State in which the main office of the Bank is located, excluding any application of conflicts of law, rules, or principles. You agree that the sole jurisdiction and venue for any litigation arising from your use of our service shall be an appropriate federal or state court located in the city in which the Bank's main office is located.

I have read and agree to this Agreement for Electronic (Online) Statement Delivery from First Capital Bank of Kentucky. This Agreement is binding for all accounts registered for this service and can be withdrawn by sending a written request as noted above.