

# FIRST COMMUNITY BANK

## ELECTRONIC DISCLOSURE AND CONSENT AGREEMENT

This Electronic Disclosure and Consent Agreement ("Agreement") applies to all Communications, as defined below, for services provided by First Community Bank ("Bank" or "We").

By using First Community Bank's online services ("Electronic Services"), you hereby consent to this Agreement and affirm that you have access to the hardware and software that are outlined below.

As used in this disclosure, "Account" refers to the Account you have with us. "Communication" means any customer agreements or amendments thereto, monthly billing or Account statements, tax statements, disclosures, notices, responses to claims, transaction history, privacy policies and all other information related to the product, service or Account, including but not limited to information that we are required by law to provide to you in writing.

### **Communications Provided in Electronic Form**

You agree that we may provide you with any Communications that we may choose to make available in electronic format, to the extent allowed by law, and that we may discontinue sending paper Communication to you, unless and until you withdraw your consent as described below.

Your consent to receive electronic Communications and transactions includes, but is not limited to:

- All legal and regulatory disclosures and Communications associated with the Account or the product or service available through Online Banking for your Account,
- Notices or disclosures about a change in the terms, or change in fees of your Account,
- Online Banking Agreement,
- Privacy policies and notices,
- Monthly (or other periodic) billing or Account statements for your Account(s),
- Lending disclosures.

Your consent to receive electronic Communications does not automatically enroll you in our Electronic Services. You must complete a separate enrollment to stop receiving paper Communications by U.S. Mail.

### **Methods of Providing Communications in Electronic Form**

All Communications sent from First Community Bank to you in electronic form will be provided by:

- Email,
- Electronic Services through First Community Bank website, or
- Acrobat® Portable Document Format (PDF)

### **Hardware and Software Requirements**

To participate in Electronic Services, you must have:

- A valid email address,
- A computer, mobile, tablet or similar device with internet access and up-to-date internet browser software capable of receiving, accessing and displaying electronic form(s),
- A current version of Adobe® Reader® for viewing PDF files (available at <http://get.adobe.com/reader/>),
- Sufficient storage to save Communications, or the ability to print Communications.

First Community Bank is not responsible for any electronic virus or viruses that a customer may encounter while using our Electronic Services. We recommend that you scan your system using anti-virus and anti-malware software frequently.

### **How to Request Paper Copies of Electronic Communications**

First Community Bank will not send paper copies of any Communication that is available electronically, unless requested by you. If you wish to retain a paper copy, you may print yourself. Otherwise, you may contact a bank representative by calling your local branch telephone number, or by calling 361-888-9310. A fee may apply for requested paper copies of electronic Communications that are mailed, but you will be notified in advance of any charges.

### **How to Update Your Contact Information**

It is your responsibility to keep your contact information with First Community Bank current, which includes but is not limited to, phone number, physical address and email address. You may update your information through our online banking system by visiting [fcbot.com](http://fcbot.com), or by calling your local branch telephone number, or by calling 361-888-9310. In the event of failed email Communications, notifications will be sent to the physical address on file.

### **How to Withdraw Your Consent**

You may withdraw your consent to receive Communications under this Agreement by writing to us at, "Attn: E-SIGN Department, 416 N. Water, Corpus Christi, TX 78401," or by calling your local branch telephone number, or by calling 361-888-9310. Fees may apply for paper records.

### **Termination / Changes**

First Community Bank reserves the right, in sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. First Community Bank will provide you with notice of any such termination or change as required by law. It may be necessary to change the terms or conditions regarding your statement access. In such an event, First Community Bank will notify you via email Communications or written notification.

### **Federal Law**

You acknowledge and agree that your consent to electronic Communications 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, and that you and the Bank both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

### **Your Next Step**

Consent to the receipt of electronic records. Confirm electronically by accessing your electronic form using hardware described above.