

WebStatement Delivery Agreement and Disclosure

FIRST METRO BANK
406 West Avalon Avenue, Muscle Shoals, AL 35661
256-386-0600

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE CONSENTING TO THIS SERVICE

This **WebStatement Delivery Agreement and Disclosure** (herein referred to as the "Agreement") represents an amendment to the Deposit Account Agreement and Disclosure (herein referred to as the "Deposit Agreement") of First Metro Bank (herein referred to as "we," "our," and "Bank") concerning electronic delivery of statements, disclosures and/or notices concerning accounts, maintained by any individual, corporation, partnership, association, or other legal entity (herein referred to as "you," yours," and "Customer"). This Agreement is between First Metro Bank and First Metro Bank Customer regarding Customer's election for the receipt of statements, notices and disclosures electronically.

First Metro Bank is in the business of providing financial solutions to its customers. One such solution is WebStatement, or electronic statement, an electronic version of your account statement made available through Online Banking.

NOW, THEREFORE, in consideration of the WebStatement services (Services) to be provided by First Metro Bank as described from time to time in information distributed by First Metro Bank to its customers, the parties agree as follows:

1. Election and Authorization for Electronic Delivery.

By accepting this "Agreement," you consent and authorize the Bank that in lieu of providing paper form for regular periodic statement(s), and or/notices and/or disclosures to you or your agent that these documents will be accessed electronically for all accounts designated, within the Bank's Online Banking environment. If there is more than one Depositor that is a party to the account, notice to any one Depositor will be effective for all. Your consent and agreement shall remain valid until such time as you exercise your right to revoke this consent. When a business enrolls for WebStatements, all the company representatives will be granted access for statements.

2. Warranties.

2.1 Security.

We will use commercially reasonable measures, consistent with industry standards, to maintain a reasonable level of security over the information contained in the electronically delivered account statement(s) and notices. Upon your election of the WebStatement service, the Bank will send a secure message to your online banking account responding to your request for WebStatement delivery. The secure message for Cash Management customers will be sent to the designated company administrator and/or the representative responsible for enrolling.

Our security consists of "Pushing" the electronic statement to Online Banking where it may be viewed. WebStatements will not be directly emailed to you. An email notice will be sent to you stating the WebStatement is available for viewing within Online Banking. The email notice for Cash Management customers will be sent to the designated company administrator and/or the representative responsible for enrolling.

You understand that industry standards are dynamic and constantly developing. By completing the WebStatement enrollment application, you acknowledge and understand that there are risks to the electronic access of account statement(s), disclosures and notices, including, but not limited to, delay or failure of delivery due to technical difficulties, weather conditions (including, but not limited to, sun spots), matters beyond our reasonable control or

interception and/or alteration of such account statement(s) and notices by third parties despite the Bank's commercially reasonable security measures. By completing the WebStatement enrollment application, you represent that you have considered our security measures and find that our security measures are commercially reasonable. In reaching this conclusion, you have considered the historical and potential future content of your account statement(s); the risk associated with electronic delivery of account statement(s) and our security procedures. If you conclude that our security procedures cease to be commercially reasonable in the future, you must terminate this agreement immediately in accordance with the provisions found herein.

2.2 Equipment.

First Metro Bank is not responsible for any loss, damage or injury resulting from (i) an interruption in Customer's electrical power or internet service; (ii) the disconnection of Customer's internet service by Customer's provider or deficiencies in Customer's line quality; or (iii) any defect or malfunction of Customer's personal computer, modem, internet service or software.

2.3 Virus Protection.

First Metro Bank is not responsible for any electronic virus or viruses that Customer may encounter. First Metro Bank suggests that Customer routinely scan Customer's PC(s) using a virus protection product. An undetected virus may corrupt and destroy Customer's programs, files and hardware.

2.4 Disclaimer.

We make no warranties of any kind with respect to the software program used to access WebStatement services, and we do not warrant that the software program or that the WebStatement services will meet your specific requirements. We make no warranties of any kind, whether expressed or implied, with respect to the use and adequacy of the software program or the WebStatement services we provide under this agreement. We disclaim any and all implied warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

2.5 Requirements for Access and Retention of Electronic Records

You will need an Internet Explorer® (Version 7.0 or greater), Firefox® (Version 3.0 or greater), Safari® (Version 4.0 or greater), Google Chrome™ (Version 8.0 or greater) or Opera™ (Version 10 or greater) browser to receive disclosures electronically and software, such as Acrobat Reader 4.0 or above (or another PDF viewer), to view PDF files such as a webstatement. You will also need access to a printer or the ability to download information in order to keep copies for your records.

3. Liability; Indemnification.

Notwithstanding any provision to the contrary contained in this Agreement, we shall be responsible only for performing the WebStatement services as expressly provided for in this Agreement. We shall be liable only for material losses that are the direct result of our own gross negligence or intentional misconduct in performing these WebStatement services. We shall have no liability for failure to perform any WebStatement services or for any disruption or delay in performing WebStatement services in the event such failure, disruption or delay is due to circumstances beyond our reasonable control, including, but not limited to, failure or disruption of electric power, computer equipment, telecommunications systems, your ISP, or weather conditions. We shall have no liability for any consequential, special, punitive damages or indirect loss under any circumstances.

Except to the extent that we are liable under this Agreement, you agree to indemnify and hold us and our directors, officers, employees and agents harmless from all claims, demands, judgments, and expenses (including reasonable attorneys' fees) arising out of or in any way connected with the performance of these WebStatement services. You agree that this indemnification shall survive the termination of this Agreement.

The system and all authorized services are provided by First Metro Bank "as-is" and "where is." First Metro Bank specifically disclaims all other warranties, expressed or implied, including, but not limited to, implied warranties of merchantability, accuracy and fitness for a particular purpose as to the system or authorized services provided

under this agreement. Without limiting the foregoing, First Metro Bank does not warrant that the use of the System will be uninterrupted or error-free.

This Agreement, along with any other Service Agreements entered into by Customer and First Metro Bank, First Metro Bank's Deposit Agreement and any other applicable rules or regulations, constitutes the complete and exclusive Agreement between the Customer and First Metro Bank.

4. Customer's Obligations and Responsibilities.

4.1 Customer Adherence.

Customer agrees to adhere, and cause its agents to be bound to all rules and regulations applicable to Customer's deposit account and any other contract for services at First Metro Bank as established and amended by Bank. In addition, Customer agrees to, and causes its agents to; adhere to all Customer Obligations and Responsibilities as set forth herein. You agree that the Bank has no control as to the persons who have access to your personal computer. The Bank will not be liable for any unauthorized access to your personal computer. You agree that it is your responsibility to initiate and maintain adequate procedures to prevent any unauthorized access to your personal computer.

First Metro Bank may offer account types which oblige an accountholder to receive electronic delivery of statements, disclosures and/or notices concerning accounts at its discretion. The applicant will be provided information of this feature through account type disclosures indicating this required feature. Any right or option to have the information provided or made available on paper will be communicated to a customer prior to establishment of the affected account.

4.2 Your Email Address.

With your consent, the Bank will send your periodic account statement(s) notice to you via email to the last known email address provided by you.

If there is any change in your email address, you agree to notify us promptly by one of the following methods:

1) Writing by letter sent via U.S. Mail to:

**First Metro Bank
Attn: WebStatement Support
406 West Avalon Avenue
Muscle Shoals, AL 35661**

2) By submitting a secure message within Online Banking

For your protection and for security purposes, the Bank will not accept any change of email address via telephone or email. If you have not notified us in writing of any change in your email address, you agree that your failure to provide us with a good email address is the lack of ordinary care on your part. It is your responsibility to update your email address(s) to insure proper notification of account statement(s) notices and disclosures. If you have a "multiple-party account" as defined in the Deposit Agreement, your email address may be changed using the procedures described above by any authorized party to your account. **THE BANK SHALL HAVE NO OBLIGATION OR LIABILITY TO ANY OF THE PARTIES TO A MULTIPLE-PARTY ACCOUNT IF THE EMAIL ADDRESS IS CHANGED USING THE PROCEDURE SET FORTH ABOVE.**

If we become aware that you are not receiving your email notifications, we will send your statement(s), notices and/or disclosures via U.S. Mail to your last address known to us. If we become aware that you are not receiving your email notices and your account type disclosures indicated that you must access your monthly statement electronically, your account type will be changed to a regular checking account and statements will be provided by U.S. Mail to your last address known to us. The regular checking account disclosures are as follows: A minimum

balance is required to avoid imposition of fees. A service charge fee of \$6.00 will be imposed every statement cycle if the balance in the account falls below \$500.00 any day of the cycle.

4.3 Prompt Review of Statements.

Your WebStatement will be dated the day the WebStatement is made available to you (the "Statement Date"). You must promptly review your WebStatement and any accompanying items and notify us in writing or via secure messaging within Online Banking (within the applicable time periods specified in the Deposit Agreement and in accordance with the statement agreement located on the back of your statement) of any error, unauthorized signature, lack of signature, alteration or other irregularity. If you have someone other than you to review your statement(s), you must still review the statement for any error, unauthorized signature, lack of signature, alteration or other irregularity, as you will be responsible for the wrongful acts of your employees and agents. Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the email date regardless of when you receive and/or open the WebStatement.

4.4 Notice of Unauthorized Access.

If you believe your online banking credentials have been compromised, please call our customer service at 256-386-0600, or write us at:

**First Metro Bank
Attn: WebStatement Support
406 West Avalon Avenue
Muscle Shoals, AL 35661**

4.5 Fees

You may obtain a paper copy of your statement upon request. Your request may be made in-person; by telephone at 256-386-0600; or by secure message delivery through your online banking relationship. The available options and fees are:

\$2.00 for a Snapshot which does not include check images; or
\$2.50 for a Duplicate Statement with check images included.

5. Term and Termination.

This Agreement shall remain in full force and effect until it is terminated by either party, as provided for in this Agreement.

In order to withdraw consent and terminate this Agreement, you must notify the Bank in writing at:

**First Metro Bank
Attn: WebStatement Support
406 West Avalon Avenue
Muscle Shoals, AL 35661**

If your account type disclosures required you to be an Online Banking Customer and that you must receive a Web Statement, you will be required to change your account type.

Such withdrawal of consent and termination shall be effective within 10 days following the Bank's receipt of the written withdrawal of consent and termination signed by you. There are no fees associated with terminating this Agreement.

The Bank also has the right to terminate this Agreement, immediately, with or without cause, or if you fail to comply with the terms of this Agreement or any other agreement which you may have with us or any other applicable rule or regulation which may govern your account(s), including the Deposit Account Agreement and Disclosure. If we terminate this Agreement for any of these reasons, such termination shall be effective on the effective date specified in a written notice mailed to you, and not on the date when the notice is mailed or received.

6. Indemnifications, Other Relief.

6.1 Indemnification by Customer.

Customer shall indemnify, defend and hold harmless First Metro Bank, its officers, directors, shareholders, employees, agents and affiliates from and against any claims, losses, damages, liabilities or expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "First Metro Bank Indemnification Claims") resulting from or arising out of (i) negligent or intentional misuse of the System or any part thereof by Customer, Customer's agents or any End User, including, without limitation, any misrepresentations made by Customer with respect to the System; (ii) Customer's noncompliance or alleged noncompliance with the provisions of applicable law or regulation, or (iii) Customer's violation of any provision of any agreement between Customer and any third party.

6.2 Limitation of Liability.

For purposes of this Section 6.2: (i) the term "First Metro Bank" shall mean First Metro Bank and its subsidiaries and affiliates, and the officers, directors and stockholders of each such entities, and (ii) the term "Customer" means Customer and its affiliates, officers and shareholders.

First Metro Bank shall have no liability (whether direct or indirect, in contract, tort, or otherwise) to Customer for any losses or damages arising out of or in connection with the transactions contemplated by this Agreement or the Authorized Services provided by First Metro Bank hereunder except to the extent that any such losses or damages are found in a final and binding arbitration award or a final non-appealable judgment by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of First Metro Bank.

Except for Customer's payment obligations hereunder, in no event shall either party be liable for punitive, special, incidental, consequential or other indirect damages arising out of or relating in any manner to this Agreement under any cause of action, including, without limitation, lost profits, even if the parties have been advised of the possibility of such damages.

Neither party may bring any claim under this Agreement more than two (2) years after such claim first accrues.

The limitations of liability in the Section 6.2 shall not apply to Customer's obligation to pay Fees.

7. Miscellaneous Provisions.

7.1 Waiver.

Any failure of a party to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing by the other party, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any consequent or other failure.

7.2 Entire Agreement.

This Agreement, including any Attachments and Amendments hereto, constitutes the entire understanding of the parties with respect to the subject matter of this Agreement.

7.3 Amendment; Binding Effect; Assignment.

No amendment, modification or alteration of the terms of this Agreement shall be binding unless in writing and executed by the parties hereto. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors (including, without limitation, successors by merger) and permitted assigns.

Customer may not assign this Agreement in whole or in part without the prior written consent of First Metro Bank. Any attempted assignment in violation of this Section shall be void and of no effect.

7.4 Regulatory Compliance.

First Metro Bank shall be responsible for (i) compliance with all state and federal laws and regulations of governing banks and other financial institutions; (ii) any disclosure to its clients with respect to the WebStatement Services; and (iii) the terms and conditions of any First Metro Bank Product/Service. First Metro Bank shall use commercially reasonable efforts, during the Term of this Agreement, to be in substantive compliance with Federal and/or state rules and regulations as they relate to WebStatement Services.

7.5 Force Majeure.

First Metro Bank shall not be liable for loss or damage resulting from any cause beyond its reasonable control, including, but not limited to, (i) Internet network failures or Internet capacity limitations, (ii) compliance with regulations, orders or instructions of any Federal, state or municipal government or any department or agent thereof that delay or restrict performance hereunder, or (iii) acts of God, acts of third parties, acts or omissions of Customer, acts of civil or military authority, fires, embargoes, war, terrorism or riot.

7.6 Governing Law.

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Alabama and the U.S. without giving effect to the conflict-of-laws principles thereof. The parties agree that jurisdiction over and venue in any legal proceedings arising out of or relating to this Agreement will exclusively be in the Circuit or Chancery Courts of Colbert County, Alabama, sitting in Tuscumbia, Alabama.

7.7 Severability.

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the Term, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

7.8 Notices.

All written notices required or permitted under this Agreement shall be deemed to have been duly given if delivered personally or sent by registered or certified mail (return receipt requested), U.S. mail, or facsimile. All notices to Customer shall be addressed to the Authorized Signer, to your last known address to us.

All notices to First Metro Bank shall be addressed as follows:

**First Metro Bank
Attn: WebStatement Support
406 West Avalon Avenue
Muscle Shoals, AL 35661**

7.9 Survival.

All provisions of this Agreement that by their nature are intended to survive the expiration or termination of this Agreement shall survive and remain in full force and effect.

7.10 Headings; Interpretation.

Headings of particular Sections are inserted only for convenience and shall not be considered a part of this Agreement or used to define, limit, or construe the scope of any term or provision of this Agreement. Should any provision of this Agreement require judicial interpretation, the parties agree that the court or arbitrators construing the same shall not apply a presumption that the terms of this Agreement shall be more strictly construed against one party than against another.

7.11 This Agreement Controls.

Notwithstanding the content of any purchase order, sale order, sale confirmation, or any other document relating to the subject matter of this Agreement, this Agreement shall take precedence over any such document, and any conflicting, inconsistent, or additional terms contained therein shall be null and void.