

**E-SIGN Consent and Disclosure
Election to Receive Electronic Information and
Authorization of Electronic Signature**



Applicable law requires certain disclosures to be provided to you in a form that you may keep and the Bank advises you of your rights regarding those disclosures. By signing this consent disclosure, you are authorizing the use of your electronic signature to receive Statements and Disclosures electronically, and your consent to the terms outlined below.

1. **Scope of Your Consent:** Your consent applies to the authorization of an electronic signature on loan or deposit agreements until revoked in writing. The electronic signature will have the same meaning and effect as if provided in ink.
2. **Types of Statements, Disclosures, Notices, and Agreements:** Your consent applies to all Statements, Disclosures, Notices, and Agreements related to your First Dakota accounts. Statements, Disclosures and Notices related to a Loan or Deposit product, including applications and agreements, will be made available to you in electronic format as applicable by law. If there are limitations by law, First Dakota will distribute as allowed. Otherwise, Statements, Disclosures, Notices, and Agreements will not be distributed in paper unless you contact us and request a paper version of a specific record.
3. **Requirements of Your Consent:** You understand that to access and retain electronic documents you need a valid email address, a computer or mobile device with access to the Internet, and the ability to download or print documents. If you agree to receive an electronic document delivered to a mobile device, you will need the device and a service plan that enables you to view and save messages.
4. **Your Responsibilities Under this Consent:** If you choose to receive documents electronically, it is your responsibility to periodically login to your Mobile/Online Banking account or email account for delivery of new Statements and Disclosures.

You agree to protect your password. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer and mobile device. You agree to notify us promptly of any unauthorized use of your password or breach of security by calling 800-486-4712. If we suspect lack of proper protection of the confidentiality of your account or password, or any fraudulent activity, we may terminate your access to the site to protect you and the Bank.

5. **Change of Your Designated E-Mail Address:** To ensure Statements and Disclosures are distributed to a valid email account; you must update us immediately with any change in your email address. Changes may also be submitted through your Mobile/Online Banking profile or through First Dakota Messages/Conversations.

6. **Computer Hardware, Software and Other System Requirements:** Use of the Service requires a standard, compliant web-browser which supports the HTTPS protocol, HTML, and cookies. Viewing PDF documents requiring additional software such as Adobe Reader or similar. You must have the following listed items and features in order to receive, print, and retain all applicable Documents and Disclosures for your records.
- a. **Access Device consisting of one of the following & capable of accessing the Internet and sending/receiving email:**
 - A personal computer with monitor, keyboard, and mouse; laptop; mobile device; or tablet
 - b. **Supported device system requirements:**
 - Adobe Sign System Requirements: <https://helpx.adobe.com/in/sign/system-requirements.html> .
 - c. **A valid email address**
 - d. **A printer capable of printing text screens, if you wish to print copies**
7. **Your Right to Withdraw Your Consent:** You may withdraw your consent to these terms at any time. In order to withdraw your consent, you must contact us in writing at the address below, email us at firstdakota@firstdakota.com or call us at 800-486-4712.
8. **How to Receive Paper Copies:** Upon request to remove electronic authorization, the Statements and Disclosures will be provided to you in paper format at no cost if you send a written request to the address below.
All requests of any nature and as required herein must be sent to: First Dakota National Bank, Attn: Deposit Operations PO Box 156, Yankton, SD 57078.
9. **Limitation of Liability:** This document limits First Dakota's liability for your actions, technical problems, and events beyond its controls. First Dakota is not liable for any loss or damage arising from:
- ♦ your failure to comply with this agreement;
 - ♦ your failure to access, download, save or print documents;
 - ♦ your decision to share your credentials with others;
 - ♦ any problems or technical failures with your equipment;
 - ♦ any errors or delays in communication or transmission lines;
 - ♦ any occurrence beyond Bank's reasonable control.

By applying online, and consenting to receive electronic information, I authorize First Dakota National Bank to use my electronic signature and to provide Statements, Disclosures, Notices and other Agreements electronically to me.