



CONSENT TO ELECTRONIC DELIVERY OF E-STATEMENTS & WEB NOTICES AGREEMENT

I authorize First Southern Bank to deliver correspondence and other communications (collectively "Communications") including account statements, notices, check images, and other official documents required in connection with my First Southern Bank account to the email address(es) I specify. I further authorize First Southern Bank to send me a notice directing me to an address on the Internet ("Web") where the Communication is posted and where I can read and print it. All notices (hereafter "Notice of Delivery by Web Posting") will include the specific web address where the Communication has been posted. When First Southern Bank sends a Notice of Delivery by web Posting, I will follow the instructions of the notice and access the Communication via the web. The terms and conditions of the deposit agreements and disclosures for each First Southern Bank account, as well as my other agreements with First Southern Bank, continue to apply.

Options for Delivery of E-statements:

1. If you are a BizBanc or WebBanc customer you will see your e-statements and notices under the heading **DOCUMENTS** after you log in. You will also be sent a reminder e-mail that your statement is ready. If you discontinue BizBanc or WebBanc we will discontinue your electronic statement privilege until such time that you elect to receive e-statements via an email address you designate.
2. If you are not a BizBanc or WebBanc customer the e-statements and notices will be sent to the e-mail you designated. If your e-mail is returned undeliverable, we will mail a paper statement to you and discontinue your electronic statement privilege.

The e-statements for your account(s) will be available on-line for 12 months. If you need a statement dated prior to the statements online, you can request same at no charge, from your account officer or personal banker. At any time you require a paper copy of the statements online, you can also request same at no charge from your account officer or personal banker. Your check images will be with your e-Statement, which will usually arrive within 24 hours of your statement cycle date. You will no longer receive paper statements.

Periodic Statement: My enrollment into the e-Statement program will automatically discontinue delivery of traditional printed statements.

Termination: Either the Bank or I may terminate this Agreement and my e-Statement service will be cancelled and periodic statements will revert back to printed statements. Termination notice may be either by postal mail, email or fax to (or from) the contact information listed below and will be terminated within 45 days of receipt of notice.

Prompt Review of Statements: Your e-Statement will be dated the day your e-Statement is sent to you by e-mail. Promptly review your e-Statement and notify the Bank in writing or by e-mail within 30 days from the e-mail date of any error, unauthorized signature, lack of signature, alteration, or other irregularities in your e-Statement, items or account. If you allow someone other than yourself to review your e-Statement, you must still review the e-Statement yourself for errors, unauthorized signatures, lack of signatures, alterations, or other irregularities because you may be responsible for the

wrongful acts of your employees and agents. The 30 days within which you must notify the Bank of any errors in your e-Statement shall begin on the e-mail date regardless of when you receive and/or open the e-Statement.

Change of Email: I agree to immediately notify First Southern Bank of any change in the email address specified below, either through postal mail, email or fax, to the contact information provided below.

Notice of Unauthorized Access: If you believe your e-Statements are lost or someone has obtained access to your e-Statements without your permission, call the Bank at 954-784-7979 option 4 .

Change in Terms: I understand the Bank may change this Agreement at any time. Changes to this Agreement will be effective immediately after the Bank makes them, unless applicable law requires the Bank to provide me with advance notification. Those changes will be effective immediately after advance notice has been issued or upon the date stated in such notice, as required by applicable law. If the changes would result in any increased fees or liability to me, the Bank agrees to provide notice at least thirty (30) days prior to the effective date. I may obtain a copy of any current Agreement by calling the Bank at 1-877-372-2650 or 954-784-7979 option 4 or by writing to the address listed below.

Contact information:

Postal mail:	Email:	dphelp@firstsouthernbank.com
First Southern Bank	Fax:	954-781-7193
3050 North Federal Highway		
Lighthouse Point, FL 33064		

Your Computer Specifications: In order for you to receive electronic delivery of your e-Statements, your computer hardware, software, and your internet service provider (“ISP”) must meet the following specifications:

- Pentium Class Computer
- 64 MB RAM
- 200 MB Free Disk Space
- Windows 98 higher
- ISP Allows E-mail Attachments up to 1.5 MB

Your e-Statements will be delivered in the form of a portable document file (PDF) attachment. In order to properly view or print your e-Statements, you must install on your computer Adobe Acrobat Reader version 6.0 or higher. A copy of the Adobe Acrobat Reader program can be downloaded free of charge at <http://www.adobe.com/products/acrobat/readstep.html>

Security Measures: The Bank will use reasonable measures, consistent with industry standards to maintain an appropriate level of security over the information contained in your e-Statement. Upon receipt of this “Consent to Electronic Delivery of e-Statements & Web Notices Agreement”, signed by you, the Bank will “pre-note” your e-mail address by sending you a test e-mail and requiring you to reply prior to initiating the electronic delivery of your e-Statements.

The Bank has no control over the persons who have access to your personal computer and e-Statements once they are in your possession. The Bank will not be liable for any unauthorized access to your personal computer or to the information maintained on your computer, including your e-Statements. You are responsible to initiate and maintain adequate procedures to prevent unauthorized access to your personal computer or unauthorized use of your electronic or other files, including your e-Statement.

The industry standards for electronic technology are constantly changing and new standards are being developed. You acknowledge by signing this Authorization that there are risks to the electronic delivery of your e-Statements, including but not limited to: 1) delay or failure due to technical difficulties, 2) weather conditions, 3) matters beyond the Bank's reasonable control, 4) alteration of bank statements by third parties in spite of the Bank's reasonable security measures.

As an additional security measure, the Bank has chosen to encrypt the mailing of your e-Statements with a password which is in addition to the password required by your internet mail provider. By signing this Authorization, you represent to the Bank that you have considered the Bank's security measures and find these security measures to be reasonable. You should consider the content of your e-Statements, the risks associated with the electronic delivery of your e-Statements, and the Bank's security procedures in reaching this conclusion.

Assignment: I understand the Bank can assign rights and delegate duties under this Agreement to a company affiliated with us or to any other party. I may not assign my rights or duties to anyone else.

No Warranties: In no event will First Southern Bank or its subsidiaries, affiliates, contractors or their respective employees be liable under any contract, tort, negligence, strict liability or other claim for any direct, indirect, incidental special, consequential or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, date or other intangible losses (even if advised of the possibility of such damages) resulting from the use of or the inability to use e-statements or any products or services, or any failure of performance, error, omission, interruption, effect, delay in operation or transmission, computer virus, line system failure, loss of date, or loss of use related to this electronic transmission or any web site operated by any third party.

Joint Account: If this is a Joint Account, each of us agrees that each co-account holder shall have authority to receive Communications at the email address specified. Each of us agrees that notice to any co-account holder shall be deemed to be notice to all co-account holders. Each joint owner agrees that he or she shall be jointly and severally liable for the Account. First Southern Bank reserves the right to require written instructions from all co-account holders.

I wish to receive e-statements via:

- WebBanc BizBanc (statement notification reminder will be sent via e-mail)
- Through my personal e-mail without Electronic Banking

Client Name

Date

Authorized Signature

Authorized Signature (if required)

Account Number	Account Title (if applicable)	Email Address

Additional Accounts:

Account Number	Account Title (if applicable)	Email Address



Account Officer: _____

Date: _____

Computer Operations:

Receive e-statement agreement: _____

e-mail verification to customer: _____

e-mail response from customer: _____

e-statement set up in Premier: _____ Verified: _____

Date completed: _____

Date of first e-statement: _____