

## **ELECTRONIC DISCLOSURE AGREEMENT**

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Please read this Agreement carefully. This Agreement applies to each loan, deposit account or service that you have with Rising Bank, A Division of Midwest BankCentre ("Accounts"). You agree to all of the terms of this document. You acknowledge and agree that: you are able to view this Agreement on your computer or other electronic device; you are able to review and download to a hard drive or USB drive PDF files in Adobe Reader; you have access to the Internet; you are able to send and receive e-mails; the e-mail address that you provide to us is the proper e-mail address for communicating with you; you are responsible for notifying us of change in your e-mail address. You agree to the terms of this Agreement just as if you had signed a paper document.

- **1. Definition of Terms**: The words "we," "us," and "our" mean Rising Bank, A Division of Midwest BankCentre. The words "you" and "your" mean the customer who is a party to an Account.
- 2. Method of Providing Communications to You in Electronic Form: We may provide documents to you in electronic form at our discretion. If we provide a document to you electronically we may do so either: (1) by e-mail at the address you provide us; or (2) by notifying you that a document is available in a designated website; or (3) to the extent permitted by law, by posting the document on a web site that we will generally designate in advance for such purpose. All electronic communications will be considered to be "in writing".
- **3. Types of Electronic Communications You Will Receive:** We may provide at our discretion any documents relating to an Account only in electronic form unless we are required by law to provide the document in paper form. Such documents include, without limitation, statements and notices, information about the Account, activity or inactivity in an Account, fees, legal disclosures, payments made or due, IRS interest statements and changes in the terms, conditions or rules applicable to an Account. You will not receive electronically any notice of default, acceleration, repossession, foreclosure, or eviction, or the right to cure or reinstate or redeem under a credit agreement, or any other communications we determine, in our sole discretion, to send in paper form.
- **4.** Hardware and Software Requirements: In order to access, view and retain electronic communications that we make available to you, you must have at a minimum:
  - Personal Computer ("PC") Operating System: Windows 7 or better that supports 128 bit or higher encryption
  - Internet Browser with the following services or higher versions: Internet Explorer 11.X, Firefox 3.5, Safari/Snow Leopard 5 or Google Chrome 8.X
  - Adobe Acrobat Reader 6.0 or higher
  - 10 GB of available disk space on the PC system drive
  - 2.0 GHz processor speed
  - 2 GB of RAM
  - High speed Internet connection with e-mail access.

We can change any of these minimum specifications by posting the new specifications for at least 30 days prior to the change on the Disclosures link found on the Rising Bank website at www.my.risingbank.com.

- **5. Your Right to Terminate:** You may terminate your consent to receive documents in electronic form for any of your Accounts by contacting us as provided in paragraph 12. Any termination of your consent to receive electronic communications will result in account closure. Rising Bank accounts only allow for electronic documents for all Accounts. We may charge you fees for providing hard copy documents if we choose to provide hard copies.
- **6. Our Right to Terminate or Change this Agreement:** We reserve the right, in our sole discretion, to discontinue providing documents electronically and to terminate or change the terms and conditions on which we provide documents electronically, including any applicable discounts of service fees for receiving documents electronically. We will provide you with notice of any such termination or change to the extent required by law, or 30 days notice if there is no special provision in the law. We may provide such notice electronically in the same way we make other documents available.
- **7. Requesting Paper Copies:** We will not send you a paper copy of any document that is delivered electronically related to a Rising Bank Account. You may request an electronic copy of a document from us provided that such request is made no later than five years after we first provided the document to you electronically. To request an electronic copy contact us as provided in Paragraph 12.
- **8. Retaining Copies of Documents:** You should print or download any electronically delivered document that is important to you just as you would save a copy of an important paper document.
- **9. How to Update Your Records:** It is your responsibility to provide us with a true, accurate and complete e-mail address and other contact information related to your Accounts, and to update us promptly if there are any changes in this information. You can update such information by e-mail or by writing to us at the addresses in Paragraph 12. If you fail to update or change an incorrect e-mail address or other contact information you agree that we can continue delivering documents to the most recent address we have on our records until you update your information.
- **10. Federal Law:** You agree that our electronic delivery of documents to you relates to transactions affecting interstate commerce and therefore that such communications are subject to the Federal Electronic Signatures in Global and National Commerce Act. You and we both intend that the Act will apply to the fullest extent possible to authorize our ability to conduct business with you by electronic communications.
- **11. Security:** We will provide you with passwords or identification codes to use in getting online information about Accounts. It is your responsibility to be sure that you keep these passwords or codes confidential. You should not share your passwords or codes with anyone else. We will have no liability to you if anyone obtains information about your Accounts using your password or codes. If you believe that your password and or codes have been lost, stolen or otherwise compromised, you must contact us immediately by e-mail or telephone (followed up by written notice) as provided in Paragraph 12. It is your responsibility to maintain such security systems for your computer as are appropriate to prevent unauthorized use of your computer.
- **12. Contacting Us:** You may contact us: (a) by telephone at (888) 222-9484, or (b) through our website at www.risingbank.com; or (c) by writing to us at 2191 Lemay Ferry Road, ATTN: Rising Bank Online Banking Department, St. Louis, MO 63125.