

Hilltop National Bank
E-STATEMENT AND ELECTRONIC DISCLOSURE AGREEMENT

Electronic Delivery of Statements and Notices

By accepting the following terms and conditions, you (User, your) consent and agree that Hilltop National Bank (Bank, we, us, our) may provide certain disclosures and notices to User in electronic form, in lieu of paper form, including electronic delivery of statements (E-Statements). Any questions about E-Statements or electronic delivery should be directed to eService's at (307) 265-2740. Bank reserves the right to modify these terms and conditions at any time, effective upon online publication. Use of Electronic E-Statement presentment services constitutes agreement to these terms and conditions and any modifications thereof.

Consent to Electronic Delivery of Notices

User agrees that any notice or other type of communication provided to User pursuant to the terms of this agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically. Bank will send all notices via email to the last known email address provided by you. User agrees to notify Bank promptly of any change in email address.

We may always, in our sole discretion, provide you with any communication in writing, even if you have chosen to receive it electronically.

Duty to Review Periodic Statements

User must promptly access/review your E-Statement and any accompanying items and notify Bank in writing immediately of any error, unauthorized transaction or any other irregularity. If User allows another party to access User's statement, User remains fully responsible for reviewing the statement for any errors, unauthorized transactions, or any other irregularities. Any applicable time periods within which User must notify Bank of any errors on User's account statement(s) will begin on the E-Statement email notification date regardless of when User accesses and/or reviews the E-Statement. If User does not immediately report to Bank any non-receipt of E-Statement(s) or any error, irregularity, discrepancies, claims or unauthorized debits or items, User shall be deemed conclusively to have accepted all matters contained in the E-Statement(s) to be true, accurate and correct in all respects.

User will receive an email notification when the E-Statement is ready for review. The date the email notification is sent is the "email date". User must promptly review the E-Statement and any accompanying items and notify us in writing at PO Box 2680, Casper, WY, 82602, by telephone at (307) 265-2740, or in person at any of our locations (within the applicable time periods specified in your deposit agreement) of any error, unauthorized signature, lack of signature, alteration or other irregularity. Any applicable time periods within which User must notify us of any errors on the account statement(s) shall begin on the email date regardless of when User reviews the statement.

Sometimes we or the law may require you to provide us with written notice. You must still provide these notices to us on paper, unless we specifically tell you in another Communication how you may deliver that notice to us electronically.

Some communications we are not permitted to deliver to you electronically, even with consent. We will continue to deliver those communications to you in writing.

Your Right to Request Paper Statement in Addition to E-Statement

User may at any time request a paper copy of a bank statement by sending a secure message within Online Banking, or writing to us at PO Box 2680, Casper, WY, 82602. You may also contact one of our Customer Service Representatives, in person at any branch location or call (307) 265-2740. If contact is made by phone or through standard email, User's Security Code Word will be required for identity verification purposes. Regular statement fees will be associated with this request. Please contact a customer service representative for current fees.

Security

User agrees that unauthorized communication of any information concerning any password or identification of any other proprietary information belonging to any other person or entity is strictly prohibited.

User acknowledges that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. Bank cannot and does not warrant that all data transfers utilizing the Internet, or standard email transmitted to and from Bank will not be monitored or read by others.

Bank does not warrant the security or confidentiality of any information transmitted through any applicable Internet service provider, information/communication network service provider, network system or such other equivalent system in any jurisdiction via E-Statements.

It is understood that you have no expectation of privacy if you transfer any statement via email to another person or entity using the Internet. You further agree to release Hilltop National Bank from any liability if the information is intercepted or viewed by unauthorized parties at any other email address selected by you.

The bank reserves the right to make any security changes as necessary to protect information.

Your Right to Terminate E-Statement Delivery

User may cancel E-Statement service and revert back to paper statements, at any time without charge by contacting the Bank and requesting paper statements on an account-by-account basis. Your withdrawal of consent will become effective after we have had a reasonable opportunity to comply.

Our Right to Terminate

User agrees that Bank can terminate E-Statement delivery and revert to printed mailed statements for any reason at any time.

Change of Email Address, Mailing Address and Other Information

If User's email address changes, the User must notify the Bank immediately. User also agrees to notify Bank immediately of any change in mailing address.

Joint Accounts

If the Hilltop National Bank account is owned jointly with another person, either owner may consent to receive E-Statements and Electronic Disclosures and that owner's election to access E-Statements shall apply to all owners. A paper copy will no longer be mailed. Either owner may elect to terminate E-Statement delivery and revert to paper statements at any time.

Disclaimer of Warranty and Limitation of Liability

User agrees to indemnify, hold harmless and defend Bank against any and all claims, actions, suits, judgments and expenses (including court costs and reasonable fee of attorneys, accountants and expert witnesses) at User's sole expense, arising from User's failure to abide by restrictions on use of E-Statement services.

System Requirements

User will fulfill certain equipment/access requirements:

- A current version of an Internet browser we support
- A connection to the Internet
- A current version of a program that accurately reads and displays PDF files (such as Adobe Acrobat Reader)
- Valid, active email address
- Authorized Hilltop National Bank online banking access www.hilltop.bank
- A computer and operating system capable of supporting all of the above. If you wish to print out and retain records on paper, you will need a paper. You will need electronic storage if you wish to retain the records in electronic form.
- [Technical Requirements](#)

A "current version" is a version of software that is being supported by its publisher. User understands that from time to time, software and hardware upgrades may be necessary to continue support of E-Statements. If the Bank deems necessary, the Bank may modify online configurations to safeguard information without prior notice.

Acceptance of Terms

All electronic statements shall be in full compliance with applicable laws and regulations. The provisions in this agreement are part of (and in supplement to) Hilltop National Bank's Terms and Conditions for Depository Accounts and are subject to all the provisions in the Terms and Conditions for Depository Accounts. Each Hilltop National Bank account that User designates to be included within the E-Statement service and E-Statements program is also governed by the terms and conditions otherwise applicable to that kind of account as separately disclosed to User, either in the Terms and Conditions for Depository Accounts, applications and enrollment forms, the applicable personal schedule, credit or deposit agreements, our Privacy Policy or other written disclosures.

By checking the "I have read and accept the electronic statements terms and conditions" box, entering the confirmation code, and selecting the "Save" button, the User indicates they have read and accept all terms and conditions of this E-Statement and Electronic Disclosure Agreement and confirm that they have the ability to open and view a PDF version of their E-Statement using the current version of a PDF program.