

BlackRidgeBANK
eStatement Terms and Conditions Agreement and Disclosure

member FDIC

Effective June 2010

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE REGISTERING FOR THIS SERVICE:

This eStatement Terms and Conditions Agreement (“Agreement”) is between BlackRidgeBANK (“Bank”) and BlackRidgeBANK Customers (Business and/or Consumer) regarding Customer’s election for the receipt of statements, notices and disclosures electronically.

1. DEFINITIONS: As used in the Agreement, the following terms shall mean: “Agreement” refers to this eStatement Terms and Conditions Agreement and Disclosure. The words “we,” “us,” “our,” “BlackRidgeBANK” and “Bank” refer to BlackRidgeBANK, the depository institution which will provide the Service pursuant to the Agreement. The words “you” and “your” in this Agreement refer to Business and/or Consumer BlackRidgeBANK eStatement Banking Customers who will be using this Service pursuant to this Agreement. “Service” refers to the eStatement Delivery Service.

2. DESCRIPTION OF SERVICE: Registering for this service indicates your desire to discontinue paper statement delivery. You understand that by agreeing to the terms and conditions contained in this document, you are agreeing that instead of receiving a paper statement each month, you will receive an email notice, to be delivered to your designated email address with your checking account statement included as an attachment along with any required notices or disclosures. Email notices will be sent for checking accounts selected by you for electronic delivery. These email notices will be sent to you and may be sent to any and all signors on the account who have registered for the Service. You may access your statements by opening the password protected pdf statement document attached in the email notice. There is no fee for receiving an eStatement. At any time, you may request a paper statement by contacting any office of BlackRidgeBANK. Certain statement fees may apply subject to the current BlackRidgeBANK Schedule of Fees.

Accounts may only be set up for eStatement delivery via BlackRidgeBANK’s website or through BlackRidgeBANK Online Banking. Electronic statement delivery will continue until delivery options are amended by you or at the Bank’s discretion.

You understand that an electronic statement will consist of what you currently receive in the mail, except as noted below. This includes, but is not limited to, the following conditions:

- If you currently receive imaged copies of checks with your paper statement, then the same will be available with your statement through BlackRidgeBANK eStatement Delivery.
- If you currently do not receive images with your paper statement, then check images will not be available with your statement. However, images will be available when you view transaction activity on your account in BlackRidgeBANK Online Banking.

By submitting this Agreement you also agree to receive electronically any and all disclosures that the Bank might send you (for example, Electronic Funds Transfer Disclosure, Funds Availability Disclosure, Truth in Savings Disclosure, Privacy Notice, Truth in Lending Disclosure, Fair Credit Reporting, Home Mortgage Disclosure, Fair Housing Disclosure and Equal Credit Opportunity Disclosure, etc.), and any and all notices the Bank might send to you with or on your checking account statement (for example, changes to our Deposit Account Agreement, notices of changes in services or fees, etc.). The same terms and conditions apply with respect to e-statements as for those delivered in printed form, and the deposit agreement and disclosures that you have previously entered into with or received from the bank remain in effect.

3. EMAIL COMMUNICATIONS REQUIRED INFORMATION: As part of your registration for this Service, you agree to take the following steps and provide the following information:

1. *Email address:* You must provide us a correct email address that will be used to deliver email notifications (“e-notifications”) when a new statement is available. You understand that it is your responsibility to update your email address to ensure proper delivery of e-notifications. Should you change your email address for any reason, you will notify us immediately to ensure that your Service and our communication are not interrupted. You may change your email address by logging in to BlackRidgeBANK Online Banking, selecting the “User Options” tab, then “Edit” under the email banner or contacting any branch location of BlackRidgeBANK and completing the Change of Email Address Form.

2. *Verification of current physical mailing address:* By accepting the eStatement Terms and Conditions Agreement and Disclosure you are verifying that, as of the date of your acceptance, you have provided us with your most current physical address information, and you agree to promptly provide us with your current physical address in the event it should change. You understand that notifications will be sent to this physical address only in the event that an email notice sent to your email address has been returned as undeliverable. You agree that we will be deemed to have acted reasonably if we attempt to deliver the email notice to your email address and if that email notice attempt comes back to us as non-deliverable, then we need only send your statement in printed form to your physical address on file with us (if any). If you choose to pick up your statement(s) at a BlackRidgeBANK branch office, then that will be where the physical notice will be kept for you in the event that attempts to deliver to the email address you have provided us fails.

4. EQUIPMENT AND ACCESS REQUIREMENTS: In order for the Service to work properly, you must have hardware able to reliably run the software below:

- An internet connection provided by your Internet Service Provider, a web browser such as Microsoft Internet Explorer, a valid email address and an email software program installed on your computer to receive your eStatement.
- You will need a minimum of Adobe Reader 7.0 or an equivalent program used to view Adobe pdf files to open your eStatement. You will be asked below to confirm your ability to read these files. If you do not have a valid program to view these files, you may download a free version of Adobe Reader from:
<http://www.adobe.com/products/acrobat/readstep2.html>
- The ability to download or print statements, notices and disclosures

You are also responsible for maintaining your own connection to the Internet. Internet connections are not part of the services of BlackRidgeBANK eStatement Delivery. Furthermore, we recommend that you also have a printer connected to the computer from which you are accessing your BlackRidgeBANK eStatement account so that you may print and save the disclosures and other information you receive electronically, including your statement. You understand that you are responsible for installation, maintenance and operation of your computer and its software. You assume full responsibility of ensuring these requirements are met should any changes be made to your existing computer system. The Bank is not responsible for any errors or failures of your computer or its software.

You agree that the equipment and access requirements have been satisfied in order to receive statements and disclosures electronically and you are responsible for any costs associated with this software. You are responsible for accessing, opening and reading statements and disclosures. It is your responsibility to notify the Bank if any statement is not accessible, is incomplete or is unreadable. In the event any of the above problems exist and you are unable to retrieve a copy of your statement, the Bank will supply a copy of your statement at your request; however, a fee may apply subject to the Bank's current schedule of fees, and the Bank may not be able to provide you with a statement if a substantial period of time has passed from when that statement was first made available to you. The Bank is not accepting any responsibility to archive your statements beyond the time required by applicable law. You understand that you must complete the entire registration process through BlackRidgeBANK's website or through Internet Banking, including an affirmative statement that you meet the minimum system requirements.

If the Bank makes a change in the hardware or software requirements needed to access or retain electronic records that creates a material risk that you may not be able to access or retain a subsequent electronic record that was the subject of the consent, the Bank will provide you with a statement of the revised hardware and software requirements and the right to withdraw consent without the imposition of any fees or consequences. The Bank may require you to provide re-consent to this Agreement in order to verify that you have the ability to receive electronic records in a manner that reasonably demonstrates that you can access information in the electronic form that will be used to provide the information that is the subject of the consent.

5. SECURITY MEASURES: 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 disclosures, notices or account statement(s). Our security consists of password protected, 128-bit encryption of the data to protect it while in transit over the Internet.

You agree that BlackRidgeBANK has no control as to the persons who have access to your computer and your password once they are in your possession. BlackRidgeBANK will not be liable for any unauthorized access to your computer or BlackRidgeBANK Online account using your password. You agree that it is your responsibility to initiate and maintain adequate procedures to prevent any unauthorized access to your computer or unauthorized use of your password.

6. TERMINATING THE SERVICE: Notify BlackRidgeBANK (either in writing, by fax, via email or by requesting this change through a Bank Representative) if you wish to terminate your consent to receive electronic delivery of your

statement(s). The address, fax number and email address for the Bank are listed at the end of this agreement. It may take up to two weeks for the Bank to process your request, after such time you will no longer receive your statements electronically. There is no fee for discontinuing the e-statement service; however, certain statement fees may apply subject to the current BlackRidgeBANK Schedule of Fees.

BlackRidgeBANK may terminate your eStatement service after two attempts to send the email notification have been returned to the Bank. You will then revert back to receiving a printed statement via the U.S. mail. If you wish to re-instate the Bank's eStatement Delivery Service you must submit the eStatement Terms and Conditions Agreement and Disclosure again.

7. AMENDMENT, CANCELLATION RIGHTS AND LIMITS OF LIABILITY: You understand that we reserve the right to amend this Agreement at any time by providing you notice of those amendments. We reserve the right to discontinue or modify this service at our sole discretion. By using the Service after you have been notified of any amendment(s) that have been made, you are agreeing to the terms in the revised Agreement. You will be notified of any amendment or any change in a term or condition disclosed in this Agreement via email to the email address you have provided. You will receive one paper notification if the email is rejected by your email service or if we don't have a current email address on file. Because of the unpredictability of the Internet, the Bank does not guarantee continuous or uninterrupted access to your bank statements through the internet. The most current version of this Agreement is available by contacting BlackRidgeBANK - contact information provided below.

8. ACCEPTANCE OF TERMS AND CONDITIONS

YOU AGREE THAT IN NO EVENT WILL THE BANK OR ANY OF ITS EMPLOYEES, OFFICERS, OR DIRECTORS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE E-STATEMENT DELIVERY SERVICE.

BY CHECKING THE BOX BELOW, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND YOU ACCEPT THIS AGREEMENT WITHOUT MODIFICATION. BY ACCEPTING THIS AGREEMENT, YOU CONSENT TO THE ELECTRONIC DELIVERY OF STATEMENTS AND OTHER BANK-RELATED DOCUMENTS. YOU UNDERSTAND THIS AGREEMENT IS EFFECTIVE AT THE DATE AND TIME OF THE BANK'S RECEIPT OF THIS ELECTRONIC AGREEMENT AND SIGNATURE. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU UNDERSTAND THAT YOU SHOULD NOT CHECK THE BOX AND THAT YOU SHOULD NOT USE THIS SERVICE.

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