

Bank of the Rio Grande Electronic Statement Delivery

Customer Name: _____

Account Number(s): _____

Please take a moment to review the terms of this agreement so that you understand both the benefits and limitations of Bank of the Rio Grande's Electronic Statement Delivery.

Electronic Statement Delivery Agreement

To activate Bank of the Rio Grande Electronic Statement Delivery, you must agree to the following terms and conditions:

SCOPE AND ACCEPTANCE OF TERMS. When you sign below, you are consenting to the electronic delivery of selected account statements and disclosures. Your preference to receive your statements electronically will remain in effect until amended by you or until this Agreement is canceled. In the event of equipment failure and you are unable to retrieve your emails, you may obtain a copy of any statement on paper by telephoning Bank of the Rio Grande's Bookkeeping Department at 505-525-8950 or by sending a written request to: Bank of the Rio Grande, attn: Bookkeeping, P.O. Box 699, Las Cruces, NM 88004-0699. No fee will be imposed to receive a paper copy of any document delivered electronically.

NOTICE AND PLACE OF DELIVERY. Bank of the Rio Grande will deliver documents to your current email address. You will receive your documents as an attachment to email. When you click on the attachment you will be prompted to enter a Password. However, you must immediately notify us if your email address changes. To submit a change of email address, send a letter to Bank of the Rio Grande, attn: Bookkeeping, P.O. Box 699, Las Cruces, NM 88004-0699. You may also submit address changes in person at any Bank of the Rio Grande location.

INITIAL PASSWORD. Upon receipt of this form, a Bank of the Rio Grande representative will call you to identify the Password for the email statement attachment.

YOUR RESPONSIBILITIES. Equipment/Access requirements: In order to use the Electronic Statement Delivery system, you must obtain access to the world wide web. Additionally, you must have a computer with a web browser, modem, telephone link (or other access device), equipment with the ability to download electronic documents and a printer meeting the following minimum software/hardware/system requirements (or the equivalent of enhanced/upgraded versions thereof):

- an active email account
- a PC or Mac with access to the Internet
- Microsoft Internet Explorer 6.0 or higher or Netscape Communicator or Navigator 4.06 or higher with 128-bit encryption (free software you can download)
- Adobe Acrobat Reader 5.0 or higher (free software you can download).
- Immediately notify us of any change in your email address. You are solely responsible for the cost and maintenance of such equipment. You represent and warrant that you have the equipment and access capabilities to receive documents electronically.

Protect your Log On ID and Password. You are responsible for the use, protection and confidentiality of your log on ID and Password, as well as other account numbers, account information, and email address information. Please notify the bank immediately if you become aware of a theft, loss or unauthorized use of your personal information.

Open and read your documents. You are responsible for accessing, opening and reading your Documents. Documents contain important and legally binding notices, information and conditions. Documents delivered pursuant to this Agreement will constitute your only notice of matters contained in the Documents. You are responsible for promptly notifying Bank of the Rio Grande if any Documents you receive are not accessible or are incomplete or unreadable.

CANCELLATION RIGHTS. You may cancel this Agreement at any time by (A) Providing thirty (30) days written notice by postal delivery addressed to: Bank of the Rio Grande, attn: Bookkeeping, P.O. Box 699, Las Cruces, NM 88004-0699 or by (B) visiting any branch in person. You may cancel this Agreement if there is any change in the hardware or software required to access, download or retain documents or to otherwise use Electronic Delivery. Bank of the Rio Grande will not impose any fees for cancellation. Cancellation is effective 30 days

after Bank's receipt of your written notice of cancellation by postal delivery or 5 days if done in person. Cancellation shall not affect the legal effectiveness, validity or enforceability of documents provided to you prior to the effective date of cancellation.

OTHER CANCELLATION RIGHTS. Bank of the Rio Grande may also cancel this Agreement and your access to Electronic Document Delivery for any reason. If the Bank cancels this Agreement, notice of cancellation will be provided to you by postal delivery or as otherwise allowed or required by law.

AMENDMENT OF AGREEMENT. Bank of the Rio Grande reserves the right, at any time, to amend the terms of this Agreement or any portion of the Electronic Delivery Agreement. The Bank will notify you of any amendments to this Agreement (including any changes in the hardware or software required to access and retain documents) by providing notice to you at your email address or by postal delivery or as otherwise allowed or required by law. You will be deemed to have accepted any amendment to this agreement made by Bank of the Rio Grande unless you cancel this Agreement within 30 calendar days from the date of delivery of the amendment to you.

NO WARRANTIES/LIMITATIONS OF LIABILITY. Bank of the Rio Grande cannot foresee or anticipate technical or other difficulties. Therefore, the Bank makes no warranty that Electronic Document Delivery will be uninterrupted or error free. The Bank is not liable for any loss or damage arising from (A) Your failure to comply with the provisions of this agreement (B) Interruption in electronic document Delivery due to problems with your equipment or errors/delays in communication and transmission lines, or (C) Any occurrence beyond the Bank's reasonable control.

DISPUTE RESOLUTION. If any controversy or claim related to this Agreement or the delivery of electronic disclosures should arise, the parties will submit the dispute to non-binding mediation. If complete agreement cannot be reached, any remaining issues will be resolved by binding arbitration under the Federal Arbitration Act. The parties will conduct the mediation and, if necessary the arbitration under the then current rules of the American Arbitration Association. The parties will pay their own costs (including attorney's fees) associated with the mediation and arbitration.

MISCELLANEOUS. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement will be governed by and construed in accordance with the Electronic Signatures in Global and National Commerce Act. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid or unenforceable the parties agree that the court should endeavor to give effect to the parties intentions as reflected in this Agreement, and the other provisions of this Agreement shall remain in full force and effect. Any delay or omission by Bank of the Rio Grande to exercise any rights under this Agreement shall not be construed to be a waiver thereof. You may not assign this Agreement or any of the rights hereunder without Bank of the Rio Grande's prior consent.

AGREEMENT. By signing below, you acknowledge that you have read, understood and agree to the terms and conditions set forth in the Agreement.

Email Statement Address:

Name: _____

Email Address: _____

Select a Password used to secure the document. Must be between four and eight digits. May be alpha or alphanumeric and will be case sensitive: _____. A Password must be on file before a statement will be sent electronically.

Customer Authorization Signature: _____

Date: _____ Phone Number: _____

Internal Use Only

Prepared by: _____ Date: _____

File Maintenance by: _____ Date: _____

