Please read through this Consent to Electronic Records carefully because it contains very important information about your legal rights. This notice covers all of your Accounts, products, and services with Landmark Bank (“Bank”) accessible now or in the future through any of the Bank’s electronic banking services (collectively, the “Electronic Banking Services”) or the Bank’s website. This includes, but is not limited to, any of the following account, product or service types: deposit accounts, loans, and other online or electronic services. The words “I,” “you,” and “your” mean each account holder, product owner and/or service user identified on an account, product or service. Capitalized terms have the meanings ascribed to them in the Electronic Banking Access Agreement or the Business Services Agreement unless the context requires otherwise, a copy of which is available at https://www.LandmarkBank.com/Disclosures or upon request.

I. Important Information About Your Rights. Certain laws require that we provide specific information to you in writing, which means you have a right to receive it on paper. We may provide this same information to you electronically as long as you have received and consented to this Consent to Electronic Records. Since our Electronic Banking Services do include presenting some of this information electronically, you will be required to consent to this notice in order to use these services. This agreement does not apply to any notice, disclosure or other communication that you are required by law or regulation to receive in paper format even with this notice. Such notices will be mailed to the primary address that we show for you in our records or otherwise delivered as required by law or the governing agreement. Your Consent to Electronic Records applies to any other person named on your Account, product or service, subject to applicable law and you represent that you have the authority to provide informed consent on behalf of such person. Please refer to sections III and IV below for information on how to withdraw your consent or to request a paper copy.

II. Consent to Electronic Copy of Related Disclosures, Agreements, Statements, Notices and Information. By entering into this Consent to Electronic Records you have consented to the delivery of certain information in electronic form only. You have consented to:

A. Communicate with the Bank electronically.
B. Receive information electronically ("Electronic Information"), rather than by paper via postal mail or in person. Such Electronic Information may include, but is not limited to:
   1. This Consent to Electronic Records and any future updates;
   2. Any application for an Account, product or service offered through the Bank;
   3. Disclosures, agreements, notices and other information related to the opening or initiation of an Account, product or service, including but not limited to, account agreements, fee schedules or other disclosures or notices that may be required by applicable federal or state laws and regulations;
   4. Instructions for electronically signing the account signature card;
   5. Information and instructions about any additional services that you select during the application process (e.g. Check Card, Internet Banking);
   6. Notices and information transmitted in, on, or with Electronic Information including periodic, annual, monthly or other statements, disclosures and notices relating to the maintenance or operation of an Account, product or service including, but not limited to Account information, Account activity, Account inactivity, payments made or due, or other statements, disclosures or notices that may be required by applicable federal or state laws and regulations;
   7. Any agreements, disclosures, notices, information and communication pursuant to the use of any of the Bank’s Electronic Banking Services (e.g. Internet Banking, Mobile Banking, Mobile Remote Deposit, Bill Payment, e-Statements and Notices, In Touch Phone Banking). Your consent includes new Electronic Banking Services that we add from time to time.
   8. Any notice or disclosure regarding an Account, product or service fee, such as a late fee, an overdraft fee, an over limit fee, a fee for a draft, check or electronic debit returned for any reason, such as insufficient funds fee or a fee as a result of a stop payment order;
   9. Any notice of the addition of new terms or conditions or the deletion of an amendment of existing terms and conditions applicable to Accounts, products, or services you obtain from us;
   10. Our Privacy Notice and other privacy statements or notices (by posting such notices on our website or furnishing to you electronically within Internet Banking);
   11. Certain tax statements or notices that we are legally required to provide to you, such as the annual IRS interest statement; and
   12. Certain information or forms that we request from you and ask you to submit electronically, such as signature cards, W-9s, or other agreements.

C. Agree that Electronic Information versions are “writings” or documents in written form.
D. Agree that all Electronic Information available to or accessed by another person you have granted access to the Electronic Banking Services and/or the email address you have given us (“Authorized User”), will be given the same legal effect as paper information given to you. Any acceptance of the terms of Electronic Information by an Authorized User of Electronic Banking Services, when required, will be given the same effect as information on paper that is accepted by you.
E. Agree that copies of Electronic Information are valid and you will not contest the validity of the originals or copies, absent proof of altered data or tampering.

III. Withdraw Your Consent to Electronic Records. You may withdraw your consent to communicate with us electronically, to receive electronic records (instead of paper copies) and to receive electronic delivery of Electronic Information. If you want to withdraw your consent, you must send us a written message using the contact information included in Section IX indicating you want to withdraw your consent to receive electronic delivery of Electronic Information.

Your withdrawal of consent will become effective after we have had a reasonable opportunity to act upon it. If you withdraw your consent for electronic delivery of Electronic Information, a paper copy of any future disclosures, notices and Account information will be put in the U.S. mail addressed to the mailing address for your Account in our records. Withdrawal of your consent will not affect the validity or enforceability of Electronic Information previously delivered to you electronically. Please note that if you withdraw your Consent to Electronic Records, we may terminate your Electronic Banking Services.
IV. Request for Paper Copy of Related Disclosures, Agreements and Instructions. If you do not want to receive the Electronic Information, you will not be able to open an account, product or service online. We encourage you to visit one of our banking center locations to open an account. Visit our website for a location near you.

If you proceed with the online application, the Bank will not provide this information on paper or in a non-electronic format during the application process. If you wish to have a paper copy, you should contact the Bank using the contact information included in Section IX or view the information online and select the Print option on your software’s toolbar. We may charge you a reasonable service fee for the delivery of paper copies of any Electronic Information provided to you electronically pursuant to your authorization.

V. Method of Delivery. “Electronic Delivery” means making information available by:

A. Posting such information on our website (URL) as noted in Section IX or other applicable Bank website,
B. Transmitting such information in an email or, at our option, in an attachment to an email, to your email address in our records, or
C. Sending a notice to your email address in our records that such information is available on our website or with instructions on how to access such information (e.g. log into Internet Banking).

You agree that the method of electronic delivery is at our sole option. The Bank reserves the right to deliver any Electronic Information via paper, instead of electronically, by mailing them to the address indicated in our records.

VI. Your Duty to Tell Us If You Change Your Email Address. By enrolling or opting into any of the Electronic Banking Services, you have agreed to this Consent to Electronic Records and you agree to promptly notify us if your email address changes by logging into either Internet Banking (choosing Customer Service; choosing Manage Contact Information) or Business Premium Internet Banking (choosing Administration; choosing Manage Contact Preferences) and completing the change on the screen or communicating with the Bank in a manner set forth in section IX. Allow 3 business days for your new email address to be updated within the Bank’s systems.

VII. System Requirements for Accessing and Retaining Electronic Information. To access and retain Electronic Information, you represent that you have access to a system that meets these requirements and are able to access, view, save and print disclosures and agreements made available online to you:

A. A computer with Internet access and 128-bit SSL encryption software. (Note: your access to this page verifies that your system meets this requirement.)
B. An Internet web browser capable of supporting 128-bit SSL encryption communications such as a version of Internet Explorer currently supported by Microsoft. (Note: your access to this page verifies that your system meets this requirement.)
C. A software application that permits you to access Portable Document Format (“PDF”) files, such as Adobe® Acrobat® or Adobe® Acrobat® Reader® in a version that is currently supported by Adobe. (Note: your access to this page verifies that your system meets this requirement.)
D. A valid email account with sufficient storage capacity.
E. Sufficient electronic storage capacities on your computer’s hard drive or other data storage unit to view, download, print and/or save the Electronic Information.
F. A printer that is capable of printing from your browser, email software, or hard drive or other data storage unit.

You should check these System Requirements periodically for updates. We reserve the right to discontinue our support for certain required hardware or software in the event it presents a security or reliability risk.

VIII. Electronic Signature and Acceptance of Consent to Electronic Records. You agree that when you click on a “Yes/Accept,” “I agree,” “I consent” or other similarly worded “button” or entry field with your mouse, keystroke or other computer device or enter your name or initials into an online form, your agreement or consent will be legally binding and enforceable as an “electronic signature” and is the legal equivalent of your handwritten signature.

You agree to use the Bank’s Electronic Banking Services in a manner consistent with all applicable law and in accordance with the Account Agreements and all agreements and disclosures applicable to your accounts, products and services with the Bank and the transactions in which you are engaging. You also confirm that you are eighteen years old or older.

IX. Bank Contact Information
- Email: information@landmarkbank.com
- Phone: Customer Service Center at (800) 618-5503
- Address: Landmark Bank, Attn: Customer Service Center, P.O. Box 1867, Columbia, MO 65205-1867
- Website URL: https://www.landmarkbank.com

X. Miscellaneous. Please print or save a copy of this Consent to Electronic Records. If you are not able to access and save or print this Consent to Electronic Records, you cannot consent to this Consent to Electronic Records or to electronic communications, electronic records and electronic delivery. We reserve the right, in our sole discretion, to discontinue the provision of Electronic Information, or to terminate or change the terms and conditions on which we provide Electronic Information.