E-STATEMENTS AGREEMENT

You must be an owner/signer on the account in order to enroll in E-Statements.

E-Mail Statements System Requirements:

- Personal computer with Windows XP SP3 or higher operating system for Windows users
- Personal computer with Mac OS X 10.6 or higher operating system for Mac users
- Internet explorer 7.0 or higher; Mozilla Firefox 7.0 & 8.0 only
- Adobe Acrobat reader 9.0 or higher
- Online Banking access

E-Statement Customer Agreement:

In consideration of the E-Statement services (SERVICES) to be provided by **CAPSTAR BANK** (BANK) as described from time to time in information distributed by BANK to its customers, the CUSTOMER agrees as follows:

1. The CUSTOMER hereby requests and authorizes BANK to send notice of regular periodic account statement(s) to CUSTOMER or their agent, in lieu of a paper copy, in electronic format for all accounts designated in this agreement to be viewed through SERVICES via the BANK'S PassPort Online Banking Service or PassPort Commercial Online Banking Service. By utilizing the SERVICES, CUSTOMER agrees to be bound to all rules and regulations applicable to CUSTOMER'S deposit account and any other contract for services at BANK as established and amended by BANK.

2. CUSTOMER agrees to receive initial and periodic account disclosure information in an electronic format. BANK will provide this information in a clear, conspicuous manner that CUSTOMER can print and/or store using the hardware & software specified above. A copy of said disclosures may be viewed at the BANK'S web site, www.**capstarbank.com**. The consent granted by this paragraph applies to all accounts identified in this agreement. BANK will notify CUSTOMER of any material change in hardware or software required for retrieving or storing this disclosure information.

3. CUSTOMER understands their right to revoke this agreement and thereby withdraw consent to communicate with the BANK electronically. In order to withdraw consent and terminate this agreement, CUSTOMER must notify bank in writing, 30 days in advance, of this decision delivered to the BANK at the following address: **CAPSTAR BANK**, **Attn: PassPort Online Banking**, **201 4th Avenue N, Suite 950**, **Nashville**, **TN 37219**. There are no fees associated with rescinding this agreement.

4. CUSTOMER understands that CUSTOMER has a right to obtain a paper copy of any of the above-described disclosures or E- Statements. To obtain a paper copy, CUSTOMER must make a specific request to the CAPSTAR at the above address. In some cases, research fees specified in the CapStar Fee Schedule may apply to CUSTOMER's request pursuant to this paragraph.

5. CUSTOMER agrees to notify the BANK immediately if CUSTOMER is unable to access any of the information that has been delivered by the BANK in an electronic form or manner.

6. CUSTOMER agrees to provide the BANK with signed, written notice if CUSTOMER's electronic email address changes.

7. BANK shall not be responsible or liable for:

   - Consequential or incidental damages for negligent performance by BANK of its SERVICES.
   - Damages arising from unauthorized access to E-Statement Services.
   - Any costs associated with updating, modifying or terminating CUSTOMER'S software or hardware.