

eStatement Disclosure and Agreement

This American Federal Bank eStatement (E-Sign) Disclosure and Agreement (“Disclosure”) applies to each account (“Account”) you have with American Federal Bank (AFB) where electronic document delivery is available. The words “we”, “us”, and “our” means American Federal Bank and the words “you” and “your” means you, the individual(s) who is identified on the account as the owner or authorized signer as the account holder on the Account(s). As used in this Disclosure, “Statement” means any periodic statement, billing notice, or other information related to your Account, including but not limited to information that we are required by law to provide to you in writing.

This Disclosure is an extension of your Online Banking Access Agreement. The same terms apply with respect to eStatements as for those delivered in paper form, and the deposit agreements and disclosures that you have previously entered into with or received from the Bank remain in effect.

AFB provides eStatements to you at no additional cost. Please allow up to 30 days to process your request to change from paper statements to eStatements.

Scope of Consent for Electronic Delivery of Statements

You have elected to have statements provided to you electronically through our Online Banking system; however, you do have the right to receive paper statements. By completing the enrollment form on the Online Banking website, you agree that we may provide you with any statement relating to any Account in electronic format, and that we may discontinue sending paper statements to you, unless and until you withdraw your consent as described below. Your consent to receive electronic statements and transactions includes, but is not limited to:

- Periodic disclosures or monthly billing statements for your Account
- Notices or disclosures about a change in the terms of your Account or associated payment feature
- Notices and disclosures that are required by regulation to be provided to you in writing
- Tax statements and forms
- Privacy policies and notices

Eligible Accounts

eStatements are available for all personal and business accounts. AFB reserves the right to determine from time to time which accounts may be eligible as an eStatement.

Joint Accounts

Your preferences will control the delivery of Documents for your joint accountholders.

Method of Providing Statements to You in Electronic Form

All statements that we provide to you in electronic form can be obtained by accessing our Online Banking website. Each month we will send an email notice to you advising you of the availability of your eStatement and how to access it. Your eStatement will then be available for viewing for a period of 24 months or such period as decided by AFB and notified to you from the applicable statement date.

Emails returned to us as “Undeliverable” shall be reviewed and at least two attempts to redeliver will be made. If delivery is not made, we reserve the right to (i) continue to produce electronic statements and disclosures and download to our Online Banking system; (ii) discontinue delivery of electronic statements and disclosure and begin producing paper statements and disclosures and mailing them to your current mailing address as maintained by us; (iii) place your statements and disclosures on hold until such time as you notify us of a current mailing address or email address. In addition, you agree to notify us immediately if you are having problems opening any electronic delivery item or if your email address changes. Any other required disclosures will be available through our Online Banking website or via notification in your statement.

If you use an email filter, our emails to you may be blocked by your Internet Service Provider. We are not responsible for blocked emails. Please be sure to add customersupport@americanfederal.net to your address book or safe sender list.

Review of Periodic Statement

You must promptly access and review your eStatement and any accompanying items and notify us in writing immediately of any error, unauthorized transaction, or any other irregularity. If you allow someone else to access your statement, you are still fully responsible to review the statement for any errors, unauthorized transactions, or any other irregularities. Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the eStatement email notification date regardless of when you access and/or review your eStatement. If you do not immediately report to AFB any non-receipt of eStatements or any error, irregularity, discrepancies, claims, or unauthorized debits or items, you shall be deemed conclusively to have accepted all matters contained in the eStatements to be true, accurate and correct in all respects.

How to Withdraw Consent

You may withdraw your consent to receive statements in electronic form for any of your Accounts by contacting us by telephone at 1-800-770-6605 or by postal mail at PO Box 2946, Fargo, ND 58108-2946 or by email at customersupport@americanfederal.net. We may treat your provision of an invalid email address or the subsequent malfunction of a previously valid address or cancellation of participation in our online banking product as a withdrawal of your consent to receive electronic statements. We will not impose a fee to process the withdrawal of your consent to receive electronic statements. Any withdrawal of your consent to receive electronic statements will be effective only after we have a reasonable period of time to process your withdrawal.

If you close your account or withdraw consent, you will no longer be able to view any of your account statements online. Before closing your accounts or withdrawing consent, print or electronically save copies of your eStatements for your records.

How to Update Your Records

It is your responsibility to provide us with a true, accurate, and complete e-mail address, contact and other information related to this Disclosure and your Account(s), and to maintain and update promptly

any changes regarding this information. You can update such information by logging on to our Online Banking site and clicking the Options button or by email at customersupport@americanfederal.net.

Your email address may be changed using the procedures described above by any authorized party to your account. AFB SHALL HAVE NO OBLIGATION OR LIABILITY TO ANY OF THE PARTIES TO A MULTIPLE-PARTY ACCOUNT IF THE EMAIL ADDRESS IS CHANGED USING THE PROCEDURES SET FORTH ABOVE.

Hardware and Software Requirements

In order to access, view, and retain electronic statements that we make available to you, you must be enrolled in Online Banking and have the following minimum requirements:

- Internet Explorer 5.5 or higher or Mozilla Firefox
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit
- Adobe Reader (download here?)
- An e-mail account
- A personal computer, operating system and telecommunication connections to the Internet capable of receiving, accessing, displaying, and either printing or storing statements received in electronic form from our Online Banking website
- Sign-on ID and password for our Online Banking website

We will give you notice of any change to the hardware or software requirements if the change will adversely affect your ability to access, receive, and retain eStatements, disclosures, and legal notices.

Requesting Paper Copies

We will not send you a paper copy of any statement from us on accounts where you have elected to receive electronic statements, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic statement by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made no later than seven years after we first provided the electronic statement to you. To request a paper copy, contact us by telephone at 1-800-770-6605 or by postal mail at PO Box 2946, Fargo, ND 58108-2946 or by email at customersupport@americanfederal.net. We may charge you a reasonable research service charge for the delivery of paper copies of any statements provided to you electronically pursuant to your authorization. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any statement that you have authorized us to provide electronically.

Statement in Writing

All statements in either electronic or paper format from us to you will be considered "in writing". You should print or download for your records a copy of your American Federal Bank eStatements, this Disclosure, your initial authorization to receive AFB eStatements and any changes to that authorization.

No Warranty for Continuous or Uninterrupted Service

Because of the unpredictability of the internet, we do not guarantee continuous or uninterrupted access to your bank statements through the internet. However, should you be unable to access your statements, you can contact us by telephone at 1-800-770-6605 or postal mail at PO Box 2946, Fargo,

ND 58108-2946 or by email at customersupport@americanfederal.net and we will take other measures to provide copies of your statements to you.

AFB reserves the right to change, suspend, or eliminate with notice to you any and all aspects of the eStatements service. If the suspension is temporary, AFB reserves the right to do so without notice to you. In the event that services are not available for more than five (5) days due to our actions, then any disclosure or statement due to deliver at that time shall be mailed to you.

Limit of Liability

You agree that in no event will we or our suppliers (or any of our or our supplier's shareholders, members, officers, directors, or employees) be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with your use of our service, even if we have been advised of the possibility that such damage will occur. Further you agree that neither we nor our suppliers (or any of our or our supplier's shareholders, members, officers, directors, or employees) will be liable for any technical, hardware or software failure of any kind, any interruption in the availability of our service, any delay in operation or transmission, any incomplete or garbled transmission, computer virus, loss of data, or other similar loss. To the extent we may have breached any term of this consent and agreement, you agree that your sole remedy is to discontinue use of this service. You further agree that our Liability to you in any case (whether in contract or not) will not exceed amounts paid to us within the last 90 days (if any) for this serve.

Arbitration

You agree that any claim or controversy relating to this Disclosure will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Associate. You agree that any claim or controversy you may have will be arbitrated on an individual basis and will not be consolidated in any arbitration with any claim or controversy of any other party. You agree that the arbitration will be conducted in the city in which our main office is located and that judgment on the arbitration award may be enforced by any court having proper jurisdiction.

Federal Law

You acknowledge and agree that your consent to electronic statements is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act (E-Sign), and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

Termination/Changes

We reserve the right, in our sole discretion, to discontinue the provision of your electronic statement, or to terminate or change the terms and conditions on which we provide electronic statements. We will provide you with notice of any such termination or change as required by law.

Privacy

All information gathered from you in connection with using eStatements will be governed by our Privacy Policy. A copy of our Privacy Policy can be found on our Online Banking website by clicking the Privacy Statement link.

Electronic Form

By consenting below you are confirming that you have opened this PDF of the eStatement Disclosure and Agreement and thus can access items in the electronic form necessary for receipt of statements and disclosures.

IMPORTANT! We recommend you print or save a copy of this Disclosure for your records.

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