

# The American National Bank Electronic Document 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 The American National Bank's Electronic Document Delivery.

## Electronic Document Delivery Agreement

To activate The American National Bank's Electronic Document Delivery, you must agree to the following terms and conditions:

1. **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 pursuant to Section 7 or until this Agreement is canceled pursuant to Section 5. 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 The American National Bank's Customer Service Center at 920-885-2700 or by sending a written request to: The American National Bank, Attn: Electronic Delivery, P.O. Box 438, Beaver Dam, WI 53916. No fees will be imposed to receive a paper copy of any document delivered electronically.
2. **NOTICE AND PLACE OF DELIVERY.** The American National Bank will deliver documents to your current email address. You will receive your statements as an attachment to email. When you click on the attachment you will be prompted to enter a Password. You must notify us immediately if your email address changes. To submit a change of email address, call the Customer Service Center at 920-885-2700 or submit the change through our web address at [anbnet.com](http://anbnet.com).
3. **PASSWORD.** Your password will be the last six (6) digits of your social security number, if you wish to change your password you can do so by calling the Customer Service Center at 920-885-2700 or by sending a written request to: The American National Bank, Attn: Electronic Delivery, P.O. Box 438, Beaver Dam, WI 53916.
4. **YOUR RESPONSIBILITIES.**
  - (a) **Equipment/Access requirements:** In order to use the Bank's Electronic Document 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 or enhanced/upgraded versions thereof):
    - an active email account
    - a PC or Mac with access to the Internet
    - Microsoft Internet Explorer 4.0 or higher or Netscape Communicator or Navigator 4.06 or higher with 128-bit encryption (free software you can download)
    - Adobe Acrobat Reader™ 6.0 or higher (free software you can download)
    - Immediately notify us of any change in your email addressYou 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.
  - (b) **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.
  - (c) **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 The American National Bank if any Documents you receive are not accessible or are incomplete or unreadable.
5. **CANCELLATION RIGHTS.** You may cancel this agreement at any time by (A) Providing thirty (30) days written notice by postal delivery addressed to: The American National Bank, Attn: Electronic Delivery, P.O. Box 438, Beaver Dam, WI 53916 or (B) by calling the Customer Service Center at 920-885-2700. 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. The American National Bank will not impose any fees for cancellation. Cancellation is effective thirty (30) days after Bank's receipt of your written notice of cancellation by postal delivery or five (5) days if done by phone. Cancellation shall not affect the legal effectiveness, validity or enforceability of documents provided to you prior to the effective date of cancellation.

6. **OTHER CANCELLATION RIGHTS.** The American National Bank 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. The provisions of Sections 7,8,9, 10,and 11 will survive cancellation of this Agreement.
7. **AMENDMENT OF AGREEMENT.**
  - (a) Changes made by The American National Bank. The American National Bank 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.
  - (b) Deemed Acceptance. You will be deemed to have accepted any amendment to this agreement made by The American National Bank unless you cancel this Agreement pursuant to Section 4 within 30 calendar days from the date of delivery of the amendment to you.
8. **NO WARRANTIES/LIMITATIONS OF LIABILITY.** The American National Bank 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 Section 4, (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.
9. **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.
10. **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 this 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 the Agreement shall remain in full force and effect. Any delay or omission by The American National Bank 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 The American National Bank's prior consent.
11. By signing below, you acknowledge that you have read, understood and agree to the terms and conditions set forth in this Agreement.

Email Statement Address:

Name \_\_\_\_\_

Email Address \_\_\_\_\_

Select a PIN used to secure the document. Must be six (6) digits. \_\_\_\_\_. If you do not select your own PIN the Bank will assign the last six (6) digits of your social security number as your PIN.

**Customer Authorization Signature:** \_\_\_\_\_

Date: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_