

## eSTATEMENT DISCLOSURE AND AGREEMENT

This eStatement Disclosure Agreement is intended to establish the guidelines under which American Interstate Bank (BANK) will provide eStatement services (SERVICES) to its account holders (CUSTOMERS).

You must be an owner/signer on all accounts you wish to access electronically. This Consent and Disclosure applies to all accounts you currently have or open in the future for which you are transacting electronically and wish to receive disclosures, statements and other communications online. You will receive an e-mail stating your documents are available for viewing on our website at [www.americaninterstatebank.com](http://www.americaninterstatebank.com).

### eStatement Requirements

- Personal Computer with a "strong encryption" (128-bit) browser. We recommend Microsoft Internet Explorer with 128-bit encryption or Firefox with 128-bit encryption; (**Note: We do NOT recommend the use of beta browser versions.**)
- PDF document viewer such as Adobe Acrobat, to view, retain and print statements; and
- Online Banking access.

### eStatement Customer Agreement:

In consideration of the SERVICES to be provided by BANK as described from time to time in information distributed by Bank to its customers, the undersigned CUSTOMER agrees as follows:

- The CUSTOMER requests and authorizes BANK to send notice of regular periodic statement(s) to CUSTOMER or their agent, in lieu of a paper copy, in electronic format for all accounts selected in this agreement to be viewed through BANK'S 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.
- CUSTOMER agrees to receive the BANK'S Annual Privacy Notice, Change in Terms Notices, Billing Rights Statement, and Error Resolution Notices in an electronic format. BANK will provide this information via e-mail links, other electronic transmission or paper format. A copy of said disclosures may also be viewed at the BANK'S web site, [www.americaninterstatebank.com](http://www.americaninterstatebank.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.
- 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 may call (402) 289-2551 or stop by any Bank location. There are no fees associated with rescinding this agreement.
- CUSTOMER agrees to notify BANK if CUSTOMER'S e-mail address changes. CUSTOMER may change their e-mail address by logging into Online Banking and selecting "Options" and "Edit E-mail". CUSTOMER may also notify the BANK in writing to the above address, calling 402-289-2551, or stopping by any BANK location.
- CUSTOMER understands their right to obtain a paper copy of any of the above-described disclosures or eStatements. To obtain a paper copy, the CUSTOMER must make a specific request to the BANK at any BANK location. In some cases, research fees and/or statement copy fees, as specified in the BANK'S Schedule of Fees and Charges, may apply to the CUSTOMER'S request pursuant to this paragraph.
- 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.

### 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 SERVICES; or
- Any cost associated with updating, modifying or terminating CUSTOMER'S software or hardware.

### Additional Terms:

- All communications in either electronic or paper format from BANK to CUSTOMER will be considered in writing. You should print or download for your records a copy of any online documents and this Disclosure and Agreement. You acknowledge and agree that your consent to electronic communications 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, and the CUSTOMER and BANK both intended that the Act apply to the fullest extent possible.
- CUSTOMER agrees that BANK'S security procedures are commercially reasonable.
- Unless otherwise noted, the meaning of terms used in this agreement, and information incorporated herein, shall be defined by the applicable provisions of the Nebraska Uniform Commercial Code. The laws of the State of Nebraska shall govern this Agreement and all transactions hereunder. CUSTOMER acknowledges that he/she has reviewed this Customer Agreement, understands the term and conditions set forth herein, and agrees to be bound hereby.
- This Agreement may be terminated by the BANK at any time and for any reason without advance notice to CUSTOMER.