Online Banking Access Agreement

I. Introduction

This Online Access Agreement ("Access Agreement") for accessing your **American Federal Bank** accounts through Online Banking explains the terms and conditions governing the Online Banking services offered through Online Banking. This agreement also covers accessing your American Federal Bank accounts using any mobile device and throughout this agreement, "Online Banking" includes access via PC, mobile or any other device. By using the Online Banking services, you agree to the terms and conditions of this Access Agreement. This Access Agreement will be governed by and interpreted in accordance with Federal law and regulation, and to the extent there is **no** applicable Federal law or regulation, by the laws of the State of North Dakota. The terms "we," "us," "our," "**American Federal Bank**," and "Bank" refer to **American Federal Bank**. "You" and "your" refers to each signer on an account. The term "business days" means Monday through Friday, excluding Saturday, Sunday and Federal holidays.

Online Banking can be used to access **American Federal Bank** accounts. Each of your accounts at **American Federal Bank** is also governed by the applicable account disclosure statement ("Terms and Conditions"). In the event of a conflict between this Access Agreement and the Terms and Conditions, this Access Agreement will govern to the extent of any inconsistency. If you use American Federal Bank's Online Banking services to conduct activities on your accounts that are NOT solely for personal, family or household purposes, section V (B) does not apply to access and transactions on those non-personal accounts.

II. Accessing Your American Federal Bank Accounts through Online Banking

A. Requirements

To access your accounts through Online Banking, you must have an **American Federal Bank** account and an Online password ("Password").

B. Electronic Mail (E-mail)

Sending electronic mail (E-mail) through Online Banking is a way to communicate with the Bank. E-mail is provided for you to ask questions about your account(s) and provide general feedback. E-mail is accessible after you sign on with your Password to a session of Online Banking. To protect the security of your account information, we recommend that you use E-mail when asking specific questions about your account(s).

You acknowledge that, even though E-mail may be encrypted, we cannot ensure that it will not be intercepted or affected by the actions or omissions of others, such as third party networks or persons with access to the Internet.

Your use of the Internet will be entirely at your own risk. We make no representation, warranty or endorsement with respect to: (1) information placed on the Internet by third parties; (2) the security or continued availability of the Internet or of any Internet website, including without limitation our website; or (3) the services, products or information made available over the Internet by others whose sites may be accessed, directly or indirectly, as a result of our services. We assume no responsibility for viruses created by third parties, or for any third party's unauthorized access to, or use of, your computer system.

You agree that: (1) Internet services are provided to you on an "as is" basis, without warranties of any kind; (2) we, our affiliates, Internet service providers, and licensors will not be liable for any errors, defects in, or the untimeliness or lack of authenticity of, any information provided over the Internet; (3) you will comply with all laws applicable to your Internet activities; (4) you will not transmit any information which is defamatory, abusive, or which may give rise to civil liability; (5) we may monitor your E-mail and Internet communications with our employees; and (6) our Internet service will be subject to the additional qualifications and operating rules, if any, set forth on our website.

You understand that if you send E-mail to us, we may not receive or review it immediately. We will have a reasonable time to act upon any E-mail request or notice, and reserve the right to reject any transaction or request received by E-mail.

You cannot use E-mail to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within Online Banking, contact your local American Federal Bank, or call **800-770-6605**.

C. Fees

There are no monthly or transaction fees for accessing your account(s) through Online Banking. Please note that fees may be assessed by your Online or data service provider. The Bank is not responsible for any third party hardware or software you may need to use this Service. Any hardware or software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at the time of download and installation. In addition, you understand and agree you are still subject to the terms and conditions of any agreement you have with any unaffiliated third-party service providers, including, but not limited to your mobile service provider (e.g. AT&T, Verizon, Sprint, T-Mobile, etc.) or any third-party provider of or marketplace for the Services (e.g. Apple, Inc., Google, Inc. (Android)), and this Agreement does not amend or supersede any of those separate third-party service provider agreements. You understand that such services may provide for fees, charges, limitations and restrictions which might impact your use of the Services (e.g. data use charges, etc.), and you agree to be solely responsible for all such fees, charges, limitations and restrictions. You agree that only your mobile service provider is responsible for the performance and operation of its products and services, including your mobile device and the mobile service provider's own network. You agree to resolve any problems with your mobile service provider without involving Bank, Apple, Inc., or Google, Inc. (Android). You must comply with the applicable third party terms when using the Services (e.g. you cannot be in violation of your wireless provider agreement when using the Service).

D. New Services

American Federal Bank may, from time to time, introduce new Online and/or mobile services. We will notify you of any new services. By using these services when they become available, you agree to be bound by the rules communicated to you concerning these services.

E. Benefits of Using Online Banking

With Online Banking, you can manage your personal or small business accounts from your anywhere on your personal computer or mobile device. You can use Online Banking to:

- View account balances and review transaction history.
- Transfer money between your American Federal Bank accounts or to/from the accounts you own at other financial institutions. (As noted in the applicable account Deposit Agreement and Disclosure Statement).
- Pay bills to any merchant, institution or individual.
- Communicate with and securely send attachments to American Federal Bank through Electronic Messaging.
- Deposit checks to your American Federal Bank accounts.

F. Equipment

You are responsible for providing and maintaining any equipment that is necessary for the Online Banking services, such as telephones, terminals, modems, mobile devices, and computers. You agree to use equipment that is compatible with our programs, systems and equipment, which we may change from time to time. We assume no responsibility for defects or incompatibility of any computers or software that you use in connection with the Online Banking services, even if we have previously approved their use. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WITH RESPECT TO THE ONLINE BANKING SERVICES, OR ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE MADE AVAILABLE TO YOU.

You further agree to take reasonable and appropriate steps to protect the devices through which you access the Bank's services. This includes installing appropriate password, virus protection and other malware prevention software readily available in the market place for standard device protection protocol. Failure to do so could expose you to unauthorized access or other activity that might make the service otherwise unavailable.

III. Terms and Conditions

The first time you access your **American Federal Bank** accounts through Online Banking you agree to be bound by all the terms and conditions of this Access Agreement and acknowledge your receipt and understanding of this disclosure.

A. Your Online Password

You will be given an Online Password that will give you access to your **American Federal Bank** accounts for Online Banking access. This Password can be changed within Online Banking using the options button. To protect the security of your account(s), you agree

to change your Password regularly, at least every ninety (90) days. We recommend that you change your Password at any time. You agree to change your Password immediately whenever someone who has had access to your Password is no longer employed or authorized to access Online Banking. We may deny access to Online Banking without prior notice if we are unable to confirm (to our satisfaction) any person's authority to access Online Banking or if we believe such action is necessary for security reasons.

American Federal Bank will act on instructions received under your Password. You agree to be bound by any transfers or payment order we receive through Online Banking, even if the order is not authorized by you, if it includes your Password or is otherwise processed by us in accordance with our security procedures. For security purposes, it is recommended that you memorize this Online Password and do not write it down. You are responsible for keeping your Password, account numbers and other account data confidential.

You also agree to the following: (1) you will maintain the security of your Password and keep your Password strictly confidential, only providing it to authorized signer(s) on your account(s); (2) you will notify each person who is provided the Password that he or she must not share the Password with an unauthorized person; and (3) you will immediately notify us if you have reason to believe that an unauthorized person has access to your Password.

American Federal Bank will send security alerts to you via text or phone call, and sometimes email. Security alerts will include notifications such as when your password has been changed. You can control some of the security alerts you receive. If you disable security alerts that were designed to alert you of potentially fraudulent activity or unauthorized access, and those alerts would have protected or prevented unauthorized access or transactions, you agree that you are liable for the resulting activity and hold American Federal Bank harmless for any resulting losses or damages. You understand and agree that you must immediately notify us of any changes to your contact information, including your telephone number, mobile number to receive texts, E-mail address, or mailing address. You agree to notify us immediately if you believe another person has improperly obtained your Login Credentials by calling us at 800-770-6605. We will use reasonable efforts to provide you with security alerts in a timely manner, but do not guarantee the delivery of security alerts.

B. Payment Account

Although there are no fees for accessing your accounts through Online Banking, you may be asked to designate a payment account for selected services such as Bill Pay. You agree to pay promptly all fees and charges for services provided under this Access Agreement, and authorize us to charge the account that you have designated as the payment account or any other account for the fees.

If you close the payment account, you must notify **American Federal Bank** and identify a new payment account for the selected services. Additionally, if you close all **American Federal Bank** accounts, you must notify **American Federal Bank** Customer Service to cancel the Online Banking services.

Your Online Banking service access may be canceled at any time without prior notice due to insufficient funds in one of your accounts. After cancellation, Online Banking services may be reinstated, once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate your Online Banking services, you must call **American Federal Bank** Customer Service at **800-770-6605**.

If you do not access your **American Federal Bank** accounts through Online Banking for any six month period, **American Federal Bank** reserves the right to disconnect your Online Banking service without notice. Please note that your Bill Payment information will be lost if you are disconnected.

You agree to be responsible for any telephone or data charges incurred by accessing your **American Federal Bank** accounts through Online Banking.

If you wish to cancel any of the Online Banking services offered through Online Banking, please contact **American Federal Bank** Customer Service at **800-770-6605** or send us cancellation instructions in writing to **American Federal Bank**, **Attn: Operations, 215 N 5th St., Fargo ND 58102.**

C. Limitation of Our Liability

Except as specifically provided in this Access Agreement or where the law requires a different standard, you agree that neither we nor our service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, **American Federal Bank**, OR by Internet browser providers such as Google and Microsoft, OR by Internet access providers OR by Online / data service providers OR by an agent or subcontractor of any of the foregoing.

We will not be responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from: (1) any ambiguity, inaccuracy or omission in any instruction or information provided to us by you or from third parties (e.g., an automated clearing house or a terminal owner); (2) any error, failure or delay in the transmission or delivery of data, records or items due to a breakdown in any computer or communications facility; (3) circumstances beyond our control, such as accidents, strikes, labor

disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), or acts of God; (4) the application of any government or funds-transfer system rule, guideline, policy or regulation; (5) the lack of available funds in your account to complete a transaction; (6) our inability to confirm to our satisfaction the authority of any person to act on your behalf; (7) your failure to follow any applicable software manufacturer's recommendations or our Online Banking service instructions; (8) the network system was not working properly and you were aware of the malfunction when you started the transaction; (9) transactions that cannot be completed because funds in your account are subject to an uncollected funds hold, legal process or any other encumbrance or agreement restricting a transaction; (10) incorrectly entering your Password; (11) you, or any of your authorized users, commits any fraud or violates any law or regulation; (12) a transfer you request would cause you to exceed the credit limit available under any credit arrangement we set up to cover overdrafts; (13) our failure to complete a requested transaction is done to protect the security your account and/or our system; (14) any transaction is prohibited by law, regulation, court order, or illegal activity; (15) you have not provided our bill payment service provider with the correct names, phone numbers, or account information for those persons or entities to whom you wish to direct payment; or (16) your inability to obtain necessary secure access codes to complete requested transactions; or (17) other circumstances not specifically mentioned.

Provided that none of the foregoing exceptions to our service performance obligations are applicable, if we cause an incorrect amount of funds to be removed from your account, or caused funds from your account to be directed to a person or entity which does not comply with your payment instructions, we shall be responsible for returning the improperly transferred funds to your account and for directing to the proper recipient any previously misdirected payments or transfers.

THE FORGOING SHALL CONSTITUTE OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF ANY EQUIPMENT, SOFTWARE, AND/OR SERVICE.

D. Arbitration Clause

If a dispute, claim, question, or disagreement arises from or relating to this agreement or a breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable resolution that is satisfactory to both parties.

If the just parties are unable to reach a resolution within 60 days, the parties agree to try in good faith to settle the dispute by binding arbitration. The parties agree that any arbitration will take place in Fargo, North Dakota. This agreement shall be governed by and interpreted in accordance with the laws of North Dakota. The parties agree to use the American Arbitration Administration (AAA) as the sole and exclusive administrator of any and all disputes that arise from this agreement including any mediation or arbitration that becomes necessary. The parties agree that each will bear its own expenses related to any dispute but will equally share the costs of any mediator and/or arbitrator. The parties agree that there will be just one arbitrator unless one of the parties wishes to pay the full cost of two additional arbitrators (so that there will be three). Any resolution agreed to by the parties by mediation and any decision or ruling made by an arbitrator or arbitrators will be final and binding and may be entered into a court of law for enforcement under the law.

E. Overdrafts: Order of Payments, Transfers, Other Withdrawals

If your account has insufficient funds to perform all electronic funds transfers (ATM withdrawals, pre-authorized transactions, Online Banking transfers and bill payments, etc.) that you have requested for a given business day, then:

- 1. Certain electronic funds transfers involving currency disbursement, such as ATM withdrawals, will have priority, and
- 2. The electronic funds transfers initiated through Online Banking may result in an overdraft of your account and may, at **American Federal Bank**'s discretion, be canceled or rejected.

In addition, you may be charged our regular overdraft charges that apply to your account.

F. Hours of Accessibility

You can access your **American Federal Bank** accounts through Online Banking seven days a week, 24 hours a day. However, at certain times, some or all of Online Banking may not be available due to system maintenance or technical difficulties. You will be notified in Online Banking when this occurs.

A transfer initiated through Online Banking before **6 pm Central time** on a business day is posted to your account the same day. All transfers completed after **6 pm Central time** on a business day or on a Saturday, Sunday or banking holiday, will be posted on the next business day. Transfers involving accounts not held at the Bank (External Transfers) are subject to the terms specified in Section VI.

Our business days are Monday through Friday. Saturday, Sunday and Federal holidays are not included as a business day.

G. Restricted Transactions

The Online Banking services may not be used for any illegal activity or transaction. Further, you may not utilize the services for the purchase of any goods or services on the Internet that involve gambling of any sort. Prohibited activity and transactions include, but are not be limited to, any quasi-cash or online gambling transaction, any electronic commerce transaction conducted over an open network, and any betting transaction including the purchase of lottery tickets or casino gaming chips or off-track betting or wagering. We may deny authorization of any transactions identified as gambling. However, in the event that a transaction described in this paragraph is approved and processed, you will still be responsible for such charges.

H. Additional Terms and Conditions

Obtaining Account Balance and Transaction History - You can obtain balance and transaction history on all eligible accounts. Current balance and activity information is available as of the close of the previous business day.

Transferring Funds - The number of transfers from a savings account is limited as described in the applicable Deposit Agreement and Disclosure. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

IV. General Terms

A. Changes to Charges, Fees or Other Terms

We reserve the right to change the charges, fees or other terms described in this Access Agreement. However, when changes are made to any fees or charges, we will notify you Online, or send a notice to you at the address shown on our records, or send you an electronic mail message (E-mail). The notice will be posted or sent at least thirty (30) days in advance of: (1) the effective date of any changes to fees or charges for Online Banking transactions; (2) changes that restrict the type, amount or frequency of transactions; or (3) any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change to maintain the security of the system is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. Your continued use of the services evidences your agreement and acceptance of the revised terms. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable Deposit Agreement and Disclosure.

B. Disclosure of Account Information

You understand that in addition to information furnished pursuant to legal process, some information about your accounts may be disclosed to others. For example, the tax laws require disclosure to the government of the amount of the interest you earn, and some transactions, such as certain large currency and foreign transactions, must be reported to the government. The Bank may also provide information about your account(s) to persons or companies the Bank believes would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, the Bank routinely informs a credit bureau when accounts are closed by the Bank because they were not handled properly. The Bank may also seek information about you from others, such as a credit bureau, in connection with the opening or maintaining of your account. You authorize these disclosures of information.

C. Questions or Error Correction on Online Banking Transactions

In case of questions or errors about Online Banking funds transfers through Online Banking involving your account, here is what you should do:

- Contact American Federal Bank by electronic mail: customersupport@americanfederal.net
- Fax American Federal Bank at 701-461-5978
- Telephone American Federal Bank at 800-770-6605
- Write American Federal Bank, Attn: Operations, 215 N 5th St., Fargo ND 58102, as soon as you can if you think
 your statement or transaction record is wrong, or if you need more information about a transaction listed on the statement
 or transaction record
- We must hear from you no later than sixty (60) days after we have sent the first statement on which the problem or error appeared. If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.
- Tell us your name and account number.

- Describe the error or the transaction you are unsure about, and explain why you believe it is in error or why you need
 more information.
- Tell us the dollar amount of the suspected error.
- For a bill payment, tell us the checking account number used to pay the bill, payee name, date the payment was sent, payment amount, reference number, and payee account number for the payment in question.

D. Other General Terms

Other Agreements - In addition to this Access Agreement you agree to be bound by and will comply with the requirements of the applicable Deposit Agreement, Terms and Conditions, and Disclosure, the Bank's rules and regulations, the rules and regulations of any funds transfer system to which the Bank belongs, and applicable State and Federal laws and regulations. We agree to be bound by them also.

American Federal Bank Reserves the Right to terminate this Access Agreement - The Bank reserves the right to terminate this Access Agreement and your access to Online Banking, in whole or in part, at any time without prior notice. You may, by prior written request, terminate any of the services provided for in this Access Agreement at any time. Termination by any one authorized signer will be binding on all the authorized signers and we are not required to notify other authorized signers of the termination. If you ask us to terminate your account or the use of the Online Banking services, you will remain liable for subsequent transactions performed on your account. Termination of the Online Banking services does not terminate your accounts or agreements with us and will not affect your authorization for transfers and payments made prior to termination.

Severability – If any part of this Access Agreement should be held to be unenforceable, the remaining provisions of this Access Agreement shall remain in full force and effect.

Notice and Communications – Except as otherwise provided in this Access Agreement, all notices required to be sent to you will be effective when we mail or deliver them to the last known address that we have for you in our records or at the last known E-mail address we have for you. Notices from you will be effective when received by us at the address(es) specified in this Access Agreement. You are required to keep us informed of your current address. You agree to notify us promptly of any change of address. You may notify us in person at any of our offices, via our online banking system or by sending a written and signed notice to us at: **American Federal Bank**, [address].

V. Protecting Your Account

A. Preventing Misuse of Your Account

Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately call **American Federal Bank** Customer Service at **800-770-6605**.

Protecting Personal Information - In addition to protecting your account information, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with information on your account may allow unauthorized access to your account(s). It is your responsibility to protect personal information with the same level of care that you protect your account information.

Taking Care of Your Online Password - The Password that is used to gain access to Online Banking should also be kept confidential. For your protection we recommend that you change your Online Password regularly. It is recommended that you memorize this Online Password and do not write it down.

You are responsible for keeping your Password, account numbers and other account data confidential. If you believe that your Online Password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, notify **American Federal Bank** Customer Service at once at **800-770-6605**.

We urge you to be cautious when using this service. Following these guidelines is important to ensure the safety and integrity of your bank account.

- · Always remember to treat your mobile device with the same care as you do your personal computer
- Avoid storing sensitive information like passwords and Social Security numbers on or near your devices
- Password protect your device and lock it when you're not using it
- · Be aware of your surroundings; Don't type any sensitive information if others around you can see

- Protect your device from viruses and malware by installing mobile security software
- Download the updates for your computer, device and mobile apps
- Use discretion when downloading apps
- If you change your phone number or lose your device, let us know right away by contacting your local American Federal Bank
- Monitor your accounts regularly and report suspicious activity to the Bank immediately
- Always sign off completely when you finish using americanfederalbank.com or the American Federal Bank app, rather than just closing your browser

B. Unauthorized Transactions in Your American Federal Bank Accounts

Notify us immediately if you believe another person has improperly obtained your Online Password. Also notify us if someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. Only reveal your account number to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments). To notify us, call **American Federal Bank** Customer Service at **800-770-6605**, or write **American Federal Bank**, **Attn: Operations, 215 N 5th St., Fargo ND 58102**.

If your Online password has been compromised and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Online password without your permission to access a **American Federal Bank** deposit account. If you do NOT tell us within two (2) business days after you learn of the loss or theft, and we could have stopped someone from taking money without your permission had you told us, you could lose as much as \$500.

Also, if your statement shows withdrawals, transfers or purchases that you did not make or authorize, please notify us immediately. If you do not notify us within sixty (60) days after the paper statement was mailed to you, and we could have stopped someone from taking money if you had told us in time, you may not get back any money lost after the sixty (60) days. If extenuating circumstances, such as a long trip or hospital stay, kept you from telling us, the time periods in this section will be extended.

Here's what we will do: We will tell you the results of our investigation within ten (10) business days, after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days, or ninety (90) days in the case of international transactions or errors involving new accounts, to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days, or twenty (20) business days in the case of new accounts, for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we will not credit your account. If we determine that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation and debit the amount of the error that we previously credited. You may request copies of the documents that we used in our investigation.

VI. External Transfers

External Transfers are a service offered by the Bank that permits you to transfer money to or from the accounts you own at other financial institutions, after properly registering the external accounts.

A. Your Accounts

If you are approved to use this service, you agree that you own the account(s) held with us and the account(s) held at the non-American Federal Bank United States financial institutions. The external transfers may be made to or from your authorized American Federal Bank checking or savings accounts. To use this service you must 1) be of legal age; 2) have at least one eligible account with us; 3) be an American Federal Bank customer and have agreed to this Online Banking Access Agreement.

We may verify the accounts that you add to the External Transfer service from time to time. You authorize us to validate the accounts in a manner selected by us, including through the use of a test transfer, in which one or more low value payments will be credit to your non-American Federal Bank account. Once the test transfer is complete, we may ask you to access your account to tell us the amount of the test credit or any additional information reported by your bank with this test transfer. We may also verify accounts by requiring you to submit proof of ownership of the account.

You understand that in order to complete fund transfers, it may be necessary for us to access the websites and databases of other institutions where you hold Accounts, as designated by you and on your behalf, to retrieve information and complete the fund transfers you request. By using the Transfer Service, you represent and warrant to us that:

- you own the Account held with us or at the non-American Federal Bank Financial Institution;
- the Account at the non-American Federal Bank Financial Institution is a United States account;
- you have the right to authorize and permit us to access your Accounts to complete such funds transfers or for any other purpose authorized by this Addendum;
- by disclosing to us and authorizing us to use Account information and complete the transfer you are not violating any third party rights; and
- information you are providing to us is true, current, accurate and complete.

You hereby authorize and permit us to use information submitted by you to accomplish these purposes and to configure the Transfer Service to be compatible with the Accounts.

B. Information Authorization

We may verify the Accounts that you add to the Transfer Service from time to time. You authorize us to validate the Accounts in a manner selected by us, including through the use of a test transfer, in which one or more low value payments will be both credited to and debited from your non-American Federal Bank Account. Once the test transfer is complete we may ask you to access your Account to tell us the amount of the test credit or debit or any additional information reported by your bank with this test transfer. We may also verify Accounts by requiring you to submit proof of ownership of the Account.

C. Limitation on liability

You understand and agree that at all times your relationship with each non-American Federal Bank Financial Institution is independent of American Federal Bank and your use of the Transfer Service. We will not be responsible for any acts or omissions by the non-American Federal Bank Financial Institution, including without limitation, any modification, interruption or discontinuance of any Account by such Financial Institution, or by any other third party.

YOU ACKNOWLEDGE AND AGREE THAT WHEN AMERICAN FEDERAL BANK IS EFFECTING A FUNDS TRANSFER FROM OR TO ANY OF YOUR ACCOUNTS, AMERICAN FEDERAL BANK IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY. You agree that American Federal Bank, its affiliates, service providers and partners shall be entitled to rely on the authorization, agency and power of attorney granted by you in this Addendum.

YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF:

- OUR ACCESS TO THE ACCOUNTS;
- OUR DEBIT AND/OR CREDIT OR INABILITY TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE WITH YOUR FUNDS TRANSFER INSTRUCTIONS;
- ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED ON THE ACCOUNTS;
- ANY CHARGES IMPOSED BY ANY NON-AMERICAN FEDERAL BANK FINANCIAL INSTITUTION; AND/OR
- ANY FUNDS TRANSFER LIMITATIONS SET BY THE NON-AMERICAN FEDERAL BANK FINANCIAL INSTITUTIONS OR APPLICABLE LAW.

Not all types of accounts are eligible for funds transfer. We reserve the right to decline the use of any account that we believe may present a risk to you and/or us. Be sure to check with your Financial Institution for restrictions regarding transfers among your retirement (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate and other account types. We are not responsible for any costs or losses incurred from fund transfers that are not permitted under such restrictions by the non-American Federal Financial Institution or those imposed by applicable law. Excess activity fees may apply if you exceed federally-mandated transaction limits for savings accounts. For more information, please refer to your account agreement with the Financial Institution that maintains your Account.

D. Transfer Types and Limitations

We may from time to time make available additional or new features to the Transfer Service, including but not limited to, a next day service and a higher limit service. You will be approved or declined for any such additional service at our sole discretion and additional terms and conditions may apply. We may at any time decline any funds transfer that we believe may violate applicable law.

We do not limit the number of funds transfers you may make; however, you may not make funds transfers in excess of the number of funds transfers allowed by the rules and regulations governing the applicable Accounts. We may from time to time for security and risk management reasons modify the limit, the frequency and the dollar amount of transfers you can make using our Transfer Service. The limits on the frequency and dollar amount of transfers are solely for the protection of American Federal Bank.

You may not make funds transfers in excess of dollar limits for the Transfer Service. We reserve the right to change from time to time the dollar amount of funds transfers you are permitted to make using our Transfer Service.

Additionally, all funds transfers are also subject to the rules and regulations governing the relevant Accounts. You agree not to initiate any funds transfers from or to an Account that are not allowed under the rules or regulations applicable to such Account including, without limitation, rules or regulations designed to prevent the transfer of funds in violation of regulations promulgated by the Office of Foreign Asset Control (OFAC).

Upon learning that the funds transfer could not be completed, we may, but are not obligated to, make a reasonable effort to complete the transfer again. If the funds transfer fails, we will notify you to contact your non-American Federal Bank Financial Institution to learn more about the failure.

We reserve the right to decline (i) any funds transfer or (ii) to submit funds transfer instructions or orders or (iii) to carry out change or cancellation requests.

You represent and warrant to us that you have enough money in the applicable Accounts to make any funds transfer you request that we make on your behalf through the Transfer Service. We may, at our option, take one of following actions if we receive a transfer request against your Account and there are non-sufficient available funds in your Account to cover the transfer without prior notice to you, without regard to whether we may have previously established a pattern of honoring or dishonoring overdrafts:

- · cover the transfer in accordance with the terms of any written overdraft protection plan that you and we have established;
- cover the transfer and create an overdraft to your Account; or
- decline the transfer

You agree to pay any associated fee, which may vary depending on the action we take. Any negative balance on your Account is immediately due and payable, unless we agree otherwise in writing, and you agree to reimburse us for the costs and expenses (including attorney fees and expenses) we incur in recovering the negative balance (including overdraft and associated fees).

You agree that your transfer instructions constitute authorization for us to complete the funds transfer. You authorize us to select any means to execute your funds transfer instructions, such as the Automated Clearing House (ACH), wire transfer or check. You agree to be bound by the rules and regulations that govern the applicable funds transfer systems, such as the ACH rules as published by the National Automated Clearinghouse Association (NACHA).

We will make all reasonable efforts to process your transfer requests in a timely manner; however, we reserve the right to hold funds pending settlement or for such period of time as we deem necessary, in our sole discretion, to cover items which may be returned unpaid. For American Federal Bank Accounts, any interest earned on such funds during the hold period will remain the property of American Federal Bank. To complete your funds transfer we may utilize ACH transfers, which will result in a debit to one of your Accounts and a credit to another of your Accounts. All American Federal Bank ACH transfers go through an American Federal Bank transfer account. For ACH debit entries (which debit your other Account and credit your American Federal Bank Account), American Federal Bank typically holds funds for 3-4 banking days to make sure that the item will not be returned unpaid before we will credit your Account. If the ACH transaction is returned for any reason and the payment has been credited to your Account, you authorize us to debit your Account, in whole or in part, for the amount of the returned item and for any returned item fee.

You understand and agree that we may from time to time impose additional charges in connection with your funds transfer transactions. We will notify you of such charge in advance of the transaction. If you choose to proceed with the transaction, you authorize us to debit your Account in the amount indicated.

Payments that are in process cannot be cancelled or stopped. When the Transfer Service offers recurring and/or future one time transfers, you may cancel any transfer as long as we receive the request before the process date of the one-time transfer or the next scheduled recurring transfer. For recurring transfers, you may cancel only the next scheduled transfer or the entire recurring transfer schedule. After the entire recurring transfer schedule is cancelled, all future transfers will be cancelled and you must reschedule it if you want transfers to be made in the future.

You may cancel a transfer by logging on to the Transfer Service, through Electronic Messaging or by contacting your American Federal Banker.

E. Security

You understand that the Financial Institution at which an Account is maintained may contact us to verify the content and authority of funds transfer instructions and any changes to those instructions. You understand that in connection with the Transfer Service we may provide to such Financial Institution such information as may be required to verify the instructions and such verification may constitute a valid security procedure under the rules governing such Account.

You agree to allow us to authorize any Financial Institution at which you have an Account to accept funds and transfer instructions in accordance with any authorization procedures as may be agreed from time to time between you and such Financial Institution, or between us, on your behalf, and such Financial Institution, without verifying the instructions under the established security procedures, regardless of whether such security procedures were agreed by you directly or by us on your behalf. In addition you agree that we may authorize such Financial Institutions to charge and debit your Accounts based solely on these communications.

The provisions in this Section E apply only to transfers to and/or from business accounts. You agree that the password security described in this Section E sets forth security procedures for funds transfers that are commercially reasonable. For transfer requests to and/or from business accounts, which are subject to Article 4A of the Uniform Commercial Code ("UCC 4A"), you agree that we are liable only for damages required to be paid under UCC 4A. In no event will we be liable for any special, indirect or consequential loss, damage, costs or expense of any nature, including, without limitation, lost profits, even if we have been informed of the possibility of such damages, except as may be required by law.

F. Electronic Fund Transfer Provisions for Consumers

The provisions in this Section F apply only to electronic fund transfers that debit or credit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). American Federal Bank may, when applicable, rely on any exceptions to the provisions in this Section F that are contained in Regulation E. All terms not otherwise defined in this Agreement which are defined in Regulation E will have the same meaning when used in this Section F.

Tell us AT ONCE if you believe that your password has been lost or stolen, or if you believe that an EFT has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit).

Your liability for an unauthorized EFT or a series of related unauthorized EFTs will be determined as follows:

- If you tell us within 2 Business Days after you learn of the loss or theft of your password, you can lose no more than \$50 if someone used your password without your permission.
- If you do NOT tell us within 2 Business Days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.
- Also, if your periodic statement shows transfers that you did not make, including those made by using your password, tell
 us at once. If you do not tell us within 60 days after the statement was made available, or transmitted to, you, you may
 not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking your
 money if you had told us on time.
- If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

You may notify us in writing at American Federal Bank, Attn: Operations, P.O. Box 2946, Fargo, ND 58102

In case of errors or questions about your EFT, telephone us at American Federal Bank at 1-800-770-6605 or the number listed on the statement for your Account, or write us at: American Federal Bank, Attn: Operations, P.O. Box 2946, Fargo, ND 58102, as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement.

We must hear from you no later than 60 days after the date we send the first statement on which the problem or error appeared:

- Tell us your name and account number (if any)
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information
- Tell us the dollar amount of the suspected error

If you tell us orally, we may require that you send your complaint or question in writing within 10 Business Days. We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time to conduct our investigation, however, we will notify you of our need for an extension, which may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your account.

For errors involving new accounts or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 Business Days to credit your account for the amount you think is in error. We will tell you the results within 3 Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in the investigation.

You have the right to find out whether an EFT was credited or debited to your American Federal Bank Account. Please contact your local American Federal Banker. We will send you a monthly statement if there is an EFT in a particular month. Otherwise, we will send you a statement at least quarterly.

You may also access a history of all funds transfers completed or pending at any time by viewing your account activity or statements.

G. Suspension and Reinstatement of Transfer Service

In the event that we at any time incur a problem with your use of the Transfer Service, including without limitation a failure in attempting to debit any of your Accounts or to collect with respect to any of your funds transfers as described above, and without limiting any other right or remedy that we may have under this Addendum or otherwise, we reserve the right to suspend your right to use the Transfer Service, immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect American Federal Bank from loss. In the event of such suspension, you may request reinstatement of your service by contacting us at 1-800-770-6605.

We reserve the right in our sole discretion to grant or deny reinstatement of your use of the Transfer Service. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate your Transfer Service subject to lower per-transaction and monthly dollar limits and/or with other restrictions than otherwise might be available to you. Based upon your subsequent usage of the Transfer Service, we may in our sole discretion thereafter restore your ability to complete transfers subject to such higher limits as may then be in effect (see Section D, **Transfer Types and Limitations**, above).

H. Your Responsibility for Errors

You understand that we must rely on the information provided by you and you authorize us to act on any instruction, which has been or reasonably appears to have been sent by you, to submit funds transfer instructions on your behalf. You understand that Financial Institutions receiving the funds transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that if you provide us with incorrect information or if there is any error in your instruction we will make all reasonable efforts to reverse or delete such instructions, but you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, we reserve the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

We are not responsible for errors, delays and other problems caused by or resulting from the action or inaction of Financial Institutions holding the non-American Federal Bank Account. Although we will try to assist you in resolving any such problems, you understand that any such errors, delays or other problems are the responsibility of the relevant Financial Institution. Any rights you may have against a Financial Institution for such errors, delays or other problems are subject to the terms of the agreements you have with such Financial Institution, including any time limits during which complaints must be made.

I. Proprietary Rights

You acknowledge and agree that American Federal Bank owns all rights in and to the Transfer Service. You are permitted to use the Transfer Service only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile American Federal Bank's Transfer Service or any of American Federal Bank's services or technology.

J. No Unlawful or Prohibited Use

As a condition of using the Transfer Service, you warrant to us that you will not use the Transfer Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Transfer Service in any manner that could damage, disable, overburden, or impair the Transfer Service or interfere with any other party's use and enjoyment of the Transfer Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Transfer Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

K. Transfer Service Changes and Discontinuation

We may modify or discontinue the Transfer Service or your Account(s) with us, with or without notice, without liability to you, any other user or any third party. We reserve the right, subject to applicable law, to terminate your right to use the Transfer Service at any time and for any reason, including without limitation if we, in our sole judgment, believe you have engaged in conduct or activities that violate any of the Terms or our rights, or if you provide us with false or misleading information or interfere with other users or the administration of the Transfer Services. We reserve the right to charge fees for the use of any additional services or features that we may introduce. You understand and agree that you are responsible for paying all fees associated with the use of our Transfer Service.

L. Account Number Policy

If the instructions for a transfer under the Transfer Service identify a bank or beneficiary by name and account number, we or the relevant Financial Institution may execute those instructions by reference to the number only, even if the number does not correspond to the name. You agree that neither we nor the relevant Financial Institution will have responsibility to investigate discrepancies between names and numbers.

M. Joint Account Holder - For Consumer Accounts only

By using the Transfer Service, you confirm that, if any of your Accounts is a joint account, your joint account holder has consented for you to use your Accounts for the Transfer Service. Each joint account holder on Accounts at American Federal Bank has the right of access to account activity and to view transfers scheduled to be debited from the American Federal Bank Account.

For your American Federal Bank checking and savings Accounts, a joint account holder may cancel, but not edit, any pending or scheduled transfer where funds are being transferred from a American Federal Bank Account if the cancellation occurs before the transaction is sent for processing. We reserve the right to end your use of the Transfer Service if any joint account holder notifies us that (i) the joint account holder never consented to your use of our Transfer Service, (ii) the joint account can no longer be operated on your instructions alone, or (iii) the joint account holder is withdrawing consent for you to use the joint account for the Transfer Service.

N. Our Liability

If we do not provide a funds transfer instruction on time, if we cause an incorrect amount to be removed from an Account or if we cause funds from an Account to be transferred to any account other than the Account specified in the applicable funds transfer instruction, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper Account. We are not responsible or liable for not completing the transfer:

- $\bullet\,$ if, through no fault of ours, you do not have enough money to make the funds transfer; or
- if the system fails at a non-American Federal Bank Financial Institution and we are unable to complete the transfer; or
- if the funds transfer would exceed the credit limit on any applicable overdraft line; or
- if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken; or
- caused by a third party, including your non -American Federal Bank Financial Institution; or
- as otherwise stated in the agreement(s) governing your Account(s) with us.

There may be other exceptions in addition to the above stated in this Agreement.

Except as otherwise required by law, we will in no event be liable for any losses and damages other than those arising from gross negligence or willful misconduct on our part or if we breach a representation or warranty of hereunder.

VII. Electronic Documents

By accepting this Access Agreement, you have the option to receive statements electronically if you contact us and request accordingly. However, you do have the right to receive paper statements. If electronic statements are requested, 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. As used in this Agreement, "Statement" or "eStatement" means any periodic statement, billing notice, tax 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.

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

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.

A. Eligible Accounts

eStatements are available for all personal and business accounts and applies to each account ("Account") you own, or own in the future, with American Federal Bank where electronic delivery of your Statement is available or becomes available hereafter. 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). American Federal Bank reserves the right to determine from time to time which accounts may be eligible as an eStatement.

B. Joint Accounts

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

C. 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.

If emails are returned to us as "Undeliverable", 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.

D. 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.

E. 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.

F. 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, selecting the Services menu option, and completing the Address Change information, contacting your local American Federal Bank, or by emailing 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.

G. 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:

- Adobe Reader
- An e-mail account
- A valid phone number
- 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.

H. 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.

I. 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 Agreement, your initial authorization to receive American Federal Bank eStatements and any changes to that authorization.

J. 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.

K. Federal Law

You acknowledge and agree that if you 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.

L. 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 Customer Privacy link.

M. Electronic Form

By consenting to this Agreement you are confirming that you can access items in the electronic form necessary for receipt of statements and disclosures.