

## **ELECTRONIC DELIVERY OF BANK STATEMENTS CONSENT AND AGREEMENT**

"We", "Our", "Us" or "The Bank" means Wanda State Bank.

"You" and "Your" refer to the account owner(s) authorized by the Bank to receive secure eStatements under this agreement.

"Account" or "Accounts" means your account(s) at Wanda State Bank.

### **WELCOME!**

Welcome to the Wanda State Bank Electronic Bank Statements. Our goal is to provide you with an easy, Secure and convenient way to receive, view, save and print your periodic Bank Statements.

### **Your Consent**

For the Bank to begin forwarding your Bank Statements to you electronically, we need your consent. Please review the information below prior to giving your consent. By agreeing to have your Bank Statements sent electronically, you also agree to notify the Bank immediately in writing (by mail, fax or e-mail at the numbers set forth in this Consent and Agreement) of any change in your e-mail address or any errors or complications relating to your electronic receipt or access of your Bank Statements.

- **Your rights/options to receive a disclosure in paper form** – If you elect to receive your Bank Statements through electronic delivery, the Bank will no longer send you your statement through the mail.
- **Whether your consent applies only to a particular transaction or to categories of transactions** – Your consent will be given by signing a paper copy of this consent and Agreement and providing it to the Bank, authorizing the Bank to forward to you electronically your periodic Bank Statements and any other disclosures that the Bank might send to you with your Bank Statements, such as Privacy Policies or other required disclosures relating to your accounts. Notices on your account will continue to be sent to you in paper form. Examples of notices that would continue to be sent to you in paper form would include but not be limited to: auto transfer, overdrafts, returned items.
- **The right to withdraw consent to have records provided electronically, including any consequences or fees associated with doing so** -To discontinue this electronic delivery service, you may request a discontinuance of the service in writing to the Bank by mail, fax, or e-mail. The mailing address, fax number and e-mail address for the Bank are set forth in this consent and Agreement. It may take up to 45 days for the Bank to implement your request, and after such time, you will no longer receive your statements electronically. We will charge no fees for discontinuing this service.
- **Hardware and software requirements for access and retention of the electronic information** The hardware and software requirements to enable you to receive and retain your Bank Statements electronically are discussed below in Our Requirements.

### **OUR REQUIREMENTS**

1. The same terms apply with respect to electronically delivered Bank Statements 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.

2. For you to be able to access and view your statements effectively you will need to have an Online Banking account with the Bank. In order to use the Online Banking Service, you need a computer (in this Agreement, your computer and the related equipment are referred to together as your "Computer") with a web browser (either Netscape Navigator 4.0 or higher, Microsoft Internet Explorer 4.0 or higher) and Adobe Acrobat Reader 5.0 or greater installed.
3. If technical requirements needed to access the eStatements change after you have been receiving electronic documents, we will notify you of the new requirements. You have the right to withdraw consent to have records provided electronically. To discontinue this electronic delivery service, you may request a discontinuance of the service in writing to the Bank by mail, fax or e-mail. The mailing address, fax number and e-mail address for the Bank are set forth in this Consent and Agreement. It may take up to 45 days for the Bank to implement your request, and after such time you will no longer receive your statements electronically. We will charge no fees for discontinuing this service.

### **PRIVACY**

Our privacy policy (that has been previously provided to you) will apply to this service and the policy is incorporated into and made a part of the Consent and Agreement. As discussed in paragraph 5 below, you must have an Online Banking account with the Bank to access your Bank Statements. The e-mail address provided for notification will be used in accordance with the Bank's privacy statement to deliver notice of your Bank Statements to you. It will not be sold or otherwise provided to third parties.

### **SERVICE AVAILABILITY**

The Bank may change, suspend or eliminate all or any aspect of this delivery service upon notice to you. There are currently no fees or service charges for eStatements. We may change any term of the Agreement at any time. If the change would result in increased fees for any bank service, or increased liability for you, we agree to give you notice 21 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will provide any required notice of the change in terms to you by e-mail or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. If there is more than one party to the account, notice to any one-account owner will be effective for all. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that the applicable deposit agreements and disclosures govern changes to fees applicable to specific accounts.

### **SECURITY**

To access your Bank Statements you will be required to have an Online Banking account with the Bank. To protect the security of your banking information, you must not disclose or share your Online Banking multi-factor authentication information with any third party. We will not, for any reason, ask for this information. If anyone contacts you and requests this information, contact us immediately. You are responsible for keeping your information confidential.

### **VIEWING YOUR E-STATEMENT**

The electronic Bank Statement will be available to you on your Online Banking account. You will be

sent an e-mail from the Bank notifying you that your eStatement is now available. You can view your eStatement by choosing eStatement under the "Accounts" tab on the menu.

**PROMPT REVIEW OF E-STATEMENTS**

For purposes of disputes, the statement date will be considered the date the e-mail notification is sent (the "E-Mail Date"). You must review your eStatement and any accompanying items with "reasonable promptness" and notify us of any unauthorized signatures or alteration regardless of when you receive and/or view the eStatement. You agree that the time you have to examine your statement and report to us *will* depend upon the circumstances, but will not, in any circumstance, exceed a total of 60 days from the e-mail date. You further agree that if you fail to report any unauthorized signatures, alteration, forgeries, or any other error in your account within 60 days of the e-mail date, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care.

**ARCHIVE**

You can store your Bank Statement on your PC by right clicking the PDF file and saving it to the location of your choice on your PC or other electronic device. The Wanda State Bank will provide an archive of up to 12 months of your eStatements on your Online Banking account. The Wanda State Bank recommends that you safely secure and backup all documents on one's PC or other electronic device but the Bank cannot be held responsible, nor liable for information lost. If statements are lost, you may request a copy of your Bank Statement not available as an eStatement by contacting the Bank by mail, fax, or e-mail at the numbers set forth in the Consent and Agreement. (Fees may apply.)

**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 CALL THE BANK AT THE NUMBER SET FORTH IN THIS CONSENT AND AGREEMENT AND THE BANK WILL TAKE OTHER MEASURES TO PROVIDE COPIES OF YOUR STATEMENTS TO YOU.

**LIMIT OF LIABILITY**

YOU AGREE THAT IN NO EVENT WILL THE BANK 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 THE 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 TORT) WILL NOT EXCEED AMOUNTS PAID TO US WITHIN THE LAST 90 DAYS (IF ANY) FOR THIS SERVICE.

**NOTICES**

If you want to send us a notice in relation to this Consent and Agreement, you must send it by e-mail or regular mail to the Bank at the address noted on this Consent and Agreement. We may notify you by sending notice to your e-mail address or by mailing you notice by U.S. mail, Return Receipt Requested, to our most current mailing address that we have for you. You agree that any notices sent by e-mail will be deemed delivered and received 48 hours after being sent. You agree that any notices sent by U.S. mail as provided in this paragraph will be deemed delivered and received three days after the date of mailing.

**ARBITRATION**

You agree that any claim or controversy relating to this Consent and Agreement will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. 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 the Bank is located and that judgment on the arbitration award may be enforced by any court having proper jurisdiction.

**GOVERNING LAW**

You agree that this Consent and Agreement is governed by the laws of the State of Minnesota, excluding any application of conflicts of laws, rules or principles. You agree that the sole jurisdiction and venue for any litigation arising from your use of our service shall be an appropriate federal or state court located in the county in which the Bank's main office is located.

I have received and reviewed the terms and conditions for the Electronic Delivery of Bank Statements and accept the terms of these conditions.

\_\_\_\_\_ I Accept      \_\_\_\_\_ I do not accept and will immediately discontinue use of this service.

\_\_\_\_\_  
Customer's Signature

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

**\*\* PLEASE NOTIFY US OF E-MAIL ADDRESS CHANGES \*\***

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