



E-Statement Agreement/Terms & Conditions

To save or print a copy of this disclaimer for future reference, please visit:

https://www.auburnstatebank.com/uploads/userfiles/files/documents/Connect/Files/E-Statement_TnC.pdf

1. General Disclosure. This E-Statement Agreement (the “Agreement”) applies to each account you have with Auburn State Bank (the “Bank”) for which you have, after enrollment, elected to receive statements electronically in lieu of receiving them in a printed paper format by postal mail service (collectively “the Accounts”).

The words “we”, “us,” and “our” refer to Auburn State Bank with whom you have your Account(s), and the words “you”, and “your” mean you, the individual(s) or entity identified on the Accounts(s) as an owner and/or signer. As used in this Agreement, “Communication” means any Account periodic statement, or associated authorization, agreement, disclosure, notice, or other information that would accompany your Account’s periodic statement, including but not limited to information that we are required by law to provide to you in writing.

By utilizing the Communication methods outlined in this Agreement, you agree to be bound to all rules and regulations applicable to your Accounts and any other agreement for products or services of the Bank and as established and amended by the Bank.

You acknowledge and agree that your consent to electronic Communications from the Bank is being provided in connection with a transaction affecting interstate commerce that is subject to the Federal Electronic Signatures and Global and National Commerce Act (the “Act”), and that you and the Bank both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

2. Scope of Service. When you elect to receive your statement(s) in an electronic format (the “Service”), in lieu of receiving them in a printed paper format by postal mail service, you agree that the Bank may provide you with any Communications in an electronic format, and that we may discontinue sending paper Communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic communications and transactions includes, but is not limited to :
 - A. All legal and regulatory disclosures and communications associated with your designated Account(s);
 - B. Periodic disclosures or monthly billing statements for your Account(s);
 - C. Notices or disclosures about a change in the terms of your Account(s) or associated payment features; and
 - D. Privacy policies and notices.

The Bank will provide all Communications in an electronic format in a clear and conspicuous manner that you can print and/or store using the hardware and software specified in this Agreement. The Bank will notify you of any material change in hardware and/or software required for retrieving or storing Communications in an electronic format.

It is your responsibility to provide the Bank with a true, accurate, and complete e-mail address, contact information, and other such information related to this Agreement and to your Account(s), and to maintain and update promptly any changes in this information. You can update such information (such as your e-mail address) by:

- A. Changing your profile by logging into Auburn State Bank's Online or Mobile Banking Service (Once logged in, click "Settings" and "Sign Up for e-Statements");
- B. Contacting us by secure message through the Bank's Online Banking.
- C. Telephone at (402) 274-4342;
- D. Visiting one of our locations; or
- E. Sending a written letter of authorization to the following address:
Auburn State Bank
1212 J Street
Auburn, NE 68305

You agree to immediately notify the Bank if you are unable to access any Communications in an electronic format that we have delivered to you. (If the problem is your computer or Internet connection, it is your responsibility to contact your Internet provider or a computer support technician to find a solution to the problem.)

It is crucial that you open and review your e-Statements promptly! In order to return any unauthorized electronic transactions, we must hear from you no later than sixty (60) days after we sent you the FIRST statement on which an error or problem appeared.

- 3. Method of Service. All communications that the Bank provides to you in an electronic format will be provided by:
 - A. The Bank's Online Banking Service at www.auburnstatebank.com;
 - B. The Bank's Mobile Banking Service at www.auburnstatebank.com;
 - C. E-mail notifications letting you know when your periodic statements/communications are available in the Bank's Online Banking system.
- 4. Revoking Consent to Service. You may revoke your consent to receive Communications in an electronic format for any of your designated Accounts by changing your preferences in your Auburn State Bank Online and Mobile Banking:
 - o Log into Online or Mobile Banking.

- Click “Setting”
- Click “Sign Up for e-Statements”
- Edit delivery preferences for those e-Statements you are revoking.

At the Bank’s option, we may treat your provision of an invalid e-mail address (or the subsequent malfunction of a previously valid e-mail address) as a revocation of your consent to receive electronic Communications. We will not impose a fee to process the revocation of your consent to receive electronic Communications. Any revocation of your consent to receive electronic Communications from the Bank will be effective only after we have a reasonable period of time to process your withdrawal.

5. System Requirements. You must have the following System Requirements in order to access, view, and retain the Bank’s electronic Communications that we make available to you:

- A. Access to a computer with internet connectivity;
- B. Adobe Acrobat Reader version 9, X, or DC;
- C. One of the following browsers: Internet Explorer 7 or higher; Microsoft Edge; Google Chrome; or Mozilla FireFox;
- D. An e-mail account with an Internet service provider and e-mail software in order to participate in the Bank’s electronic Communications programs and services;
- E. Sufficient electronic storage capacity on your computer’s hard drive or other data storage unit. (Your e-Statements will remain accessible in Auburn State Bank’s Online Banking Service for 24 months, however, we strongly suggest that you take all necessary back-up considerations seriously.)

6. Right to Obtain Paper Copy. The Bank will not send you a paper copy of any Communication unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that the Bank mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. You may request a paper copy by:

- A. Changing your profile by logging into Auburn State Bank’s Online or Mobile Banking Service (Once logged in, click “Settings” and “Sign Up for e-Statements”);
- B. Contacting us by secure message through the Bank’s Online Banking.
- C. Telephone at (402) 274-4342;
- D. Visiting one of our locations; or
- E. Sending a written letter of authorization to the following address:
 Auburn State Bank
 1212 J Street
 Auburn, NE 68305

The Bank will charge you a service charge for the delivery of paper copies of any Communication provided to you electronically pursuant to this Agreement. (\$1.00/each Account periodic statement)

7. Written Communications. All Communications in either electronic or paper format from the Bank to you will be considered “in writing.” You should print or download for your records a copy of:
 - A. This Agreement or any other related or relevant agreement.
 - B. Any changes regarding this Agreement made by the Bank or you, including your authorization(s); and
 - C. Any other Communication that is important to you.
8. Indemnity and Liability. You agree to indemnify and hold harmless the Bank, the Bank’s subsidiaries and affiliates, successors and assigns, all officers and employees thereof, and service providers (“Related Persons”), from any and all third party actions, claims, liability, and damages, and to be responsible for all expenses and costs (including, but not limited to, reasonable attorneys’ fees) caused by or arising from your connection to or use of the Service, your violation of these terms and conditions of this Agreement and other related agreements, or your infringement or violation of the rights of others. The obligations contained in the preceding sentence will continue after the Service is terminated. You further agree that the Bank is not responsible for any costs associated with obtaining, updating, modifying or terminating your software or hardware to use the Service.
9. Exclusion of Warranties. The Service and any related documentation are provided “as is” without any warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. The Bank specifically disclaims any and all implied warranties. Some jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above limitations may not apply to you.
10. Headings. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions.
11. Waiver. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach.
12. Assignment. You may not assign this Agreement. The Bank may assign this Agreement either in part or in whole at any time and with or without notice to you. This Agreement is binding upon your heirs and the Bank’s successors and assigns.
13. Entire Agreement. This Agreement constitutes the entire agreement between you and the Bank with respect to the subject matter in this Agreement and there are no understandings or agreements relative to this Agreement which are not fully expressed in this Agreement.
14. Termination and Change in Terms. The Bank reserves the right, at our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications, including any applicable discount or waiver of fees related to this Service.

The Bank may from time to time and any time amend, modify, add or delete (collectively and individually “change”) the terms of this Agreement with or without notice unless prohibited by applicable law. A change may include a change to existing terms, a change in terms, a change that involves a new term or a change that involves conditions not otherwise contemplated by you or the

Bank at the time this Agreement is entered. If advance notice of the change is not required, and disclosure does not jeopardize the security of the Service, you agree that we may notify you of the change in terms by Communication in an electronic format, mail, or by posting a notice on our website. Further, you agree that your continued use of the Service constitutes your agreement to the change. If you wish to decline to be bound by the change, you must discontinue the Service, otherwise you will be deemed to have accepted and agreed to the change.

15. Governing Law. This Agreement will be governed by and interpreted in accordance with Federal laws and regulations, or to the extent there is no applicable Federal law or regulation, the laws of the State of Nebraska. By accepting below or otherwise using the Service, you agree to use the Service only for bona fide lawful purpose permitted under this Agreement.