



## **American Founders Bank E-SIGN Disclosure**

Federal and state banking regulations require banks to provide you with certain disclosures in connection with your application for a deposit account. This E-SIGN Disclosure and Consent Agreement ("Agreement") applies to all Communications and required disclosures relating to your application for a deposit account with American Founders Bank ("AFB") and/or your actual deposit account, if any, with AFB.

### **1. Scope of Communications to Be Provided in Electronic Form**

You agree that we may provide you with any Communications that we may choose to make available in electronic format, to the extent allowed by law, 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 disclosures includes:

- All legal and regulatory disclosures and communications associated with your account application or your actual account including but not limited to those disclosures required by the Truth in Savings Act, the Electronic Funds Transfer Act, Article 4 of the Uniform Commercial Code, and all regulations related to overdraft protection and payment
- Notices or disclosures about FDIC insurance coverage.
- Privacy policies and notices.

### **2. Method of Providing Communications to You in Electronic Form**

All Communications that we provide to you in electronic form will be provided either (1) via e-mail, (2) by access to a web site that we will designate in an e-mail notice we send to you at the time the information is available, (3) to the extent permissible by law, by access to a web site that we will generally designate in advance for such purpose, or (4) by requesting you download a PDF file containing the Communication.

### **3. How to Withdraw Consent**

You have the right to withdraw your consent to receive Communications in electronic form by calling us at 1.866.875.4500. At our 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 withdrawal of your consent to receive electronic Communications. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications; however your access and use of Online Banking may be terminated. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal.

### **4. How to Update Your Records**

It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to the Disclosure and your Account(s), and to maintain and update promptly any changes in this information. You can update information (such as your e-mail address) by calling us at 1.866.875.4500.

## **5. Hardware and Software Requirements**

In order to access, view, and retain electronic Communications that we make available to you, you must have:

- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit;
- An e-mail account with an Internet service provider and e-mail software in order to participate in our electronic Communications programs;
- A personal computer (for PC's: Pentium 120 Hhz or higher; for Macintosh, Power Mac 9500, Power PC 604 processor 120-MHz Base or higher), operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing Communications received from us in electronic form via a plain text-formatted e-mail or by access to our web site using one of the browsers specified below.
- Adobe Reader version 9.0 or higher
- Windows XP or later version running either Internet Explorer version 7.0 or higher or Firefox version 3.6 or higher, or Macintosh OSX 10.6 or higher running Safari 5.0 or higher.

## **6. Requesting Paper Copies**

We will not send you a paper copy of any Communication which is available electronically from AFB, 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 we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, call us at 1.866.875.4500. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.

## **7. Communications in Writing**

All Communications 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 this Agreement and any other Communication that is important to you.

## **8. Federal Law**

You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and 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.

## **9. Termination / Changes**

We reserve the right, in 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. We will provide you with notice of any such termination or change as required by law.

*PLEASE NOTE: By clicking on the "Accept" button and choosing to proceed with this Online Account Application you are consenting to the provisions of this Agreement.*