



AMERICAN HERITAGE BANK

**MOBILE AND ONLINE BANKING AGREEMENT**

JUNE 30, 2015

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**YOUR AGREEMENT TO TERMS**

**BY ACCESSING THE MOBILE AND/OR ONLINE BANKING SERVICE DESCRIBED BELOW OR SIGNING THIS AGREEMENT**, you agree to be bound by the terms and conditions of this Mobile and Online Banking Agreement and the consent to all future amendments of this Agreement. Please carefully read this Agreement and all future amendments. If you do not understand any of the terms of this agreement, please contact us prior to your use of our service. By not accepting these terms and conditions, you may not be able to use mobile and online banking services.

## DISCLOSURES

**THIS MOBILE AND ONLINE BANKING AGREEMENT** (“Agreement”) between you and American Heritage National Bank governs your use of online banking services provided herein (“Heritage Online”). In addition to this Agreement and other Account agreements that have been separately provided to you, our [Privacy Policy](#) also applies to your Accounts. We suggest that you review these items in order to understand all of your relative rights and responsibilities in connection with your use of Heritage Online. This Agreement is subject to applicable laws, except to the extent this Agreement can and does vary such rules or laws.

### Terms

In this Agreement, the words:

- “Heritage Online” refers to all services that are accessible by you through the online banking service provided by American Heritage National Bank including, but not limited to, services available on a computer through a traditional internet connection at [www.logbank.com](http://www.logbank.com), on any mobile device through a mobile browser, or through our mobile application available on Android or iOS. This includes any additional online or mobile banking services not specifically described in this agreement but that may be available in the future. However, does not include our separate, standalone Business Remote Deposit services governed by a separate written agreement for certain business banking accounts, which will continue applying to those services.
- “We,” “us,” “our” and “American Heritage” refers to American Heritage National Bank.
- “You” or “your” refers to any person accessing one or more accounts using Heritage Online and any person who has an interest in an account or other relationship accessible through Heritage Online.
- “Authorized representative” refers to any person whom you allow to access your account through Heritage Online. It also includes any person to whom you provide your ACCESS ID and PASSWORD.
- “Account” refers to any deposit or loan account maintained at American Heritage National Bank.

### Accepting the Agreement

You understand that by using Heritage Online or by authorizing others to use the same, you have agreed to the terms and conditions of this Agreement and that no signature by you is required on this Agreement. You agree to use Heritage Online solely as provided in this Agreement. When any transfer, payment or online service generates items to be charged to your Account, you agree that we may debit your Account without requiring a signature by an authorized representative on the item and without prior notice to you. We may, from time to time, introduce new online banking services. When this happens, we will update our Heritage Online mobile banking application

and/or website to include them. By using any Heritage Online, you agree to be bound by the terms contained in the most recent version of this Agreement at that time.

### **Changes in Terms & Fees**

We may change Heritage Online and the terms, including fees, set forth in this Agreement at any time. You will be notified of any such change as required by applicable law, either by mail or by an electronic message. By accessing your account and engaging in Heritage Online services, you agree to be bound by the most recent version of this Agreement, which is always available to you online or by contacting American Heritage. You may withdraw your consent at any time upon completing all three of the following: (1) contacting us in writing or at a number listed at the end of this Agreement to note your withdrawal, (2) discontinuing your use of Heritage Online services, and (3) deleting the American Heritage mobile banking application from your mobile device(s) if installed.

### **Maintaining Your Account(s)**

You agree to properly maintain your Account(s), to comply with the rules governing your Accounts, and to pay any fees associated with the use or maintenance of your Accounts. Any issue relating to an Account or service with American Heritage which you access through Heritage Online shall be governed by the law(s) specified in the agreement for that Account or service. Your deposit and loan accounts can be viewed and accessed in Heritage Online. Your Accounts will continue to be governed by the terms and conditions of your Account agreements and your loan agreements, except where it is noted in this Agreement or as otherwise provided by law. This Agreement will control if there is a conflict with your other agreements and this Agreement. In addition, each Account and Heritage Online is subject to the following: (1) the terms or instructions appearing on a screen when using Heritage Online, (2) American Heritage rules, procedures and policies applicable to your Accounts, (3) rules and regulations of any funds transfer system used in connection with Heritage Online, and (4) applicable state and federal laws and regulations.

### **Access to Heritage Online**

You may access Heritage Online and your Accounts to check balances, transfer funds, and view transaction history, among other things. To access Heritage Online you must have an ACCESS ID and PASSWORD and the required hardware and software. You are solely responsible for having the required hardware and software and for securing an Internet service provider. Subject to the terms of this Agreement, Heritage Online will generally be able to access your Accounts at the [www.logbank.com](http://www.logbank.com) website seven days a week, 24 hours a day. A transfer requested through Heritage Online before the transfer cutoff time on a business day will generally be posted to your Account the same day. All transfers requested after the posted transfer cutoff time on a business day or on a day that is not a business day, will be posted on the next business day. Every day is a business day except Saturdays, Sundays, and banking holidays. At certain times, Heritage Online may not be available due to system maintenance or circumstances beyond our control. During these times, you may use the American Heritage automated telephone system or your American Heritage National Bank location to obtain information about your Accounts.

### **Access ID & Password**

You will create or receive an ACCESS ID and PASSWORD that will give you and each of your authorized representative(s) access to Heritage Online. We are entitled to act on instructions received under your ACCESS ID and PASSWORD. You agree to notify us immediately if your

ACCESS ID and PASSWORD are lost or stolen or if you believe someone else has discovered your ACCESS ID and PASSWORD. You are responsible for familiarizing all authorized representatives with the terms of this Agreement and for keeping your Heritage Online ACCESS ID and PASSWORD confidential. IF YOU GIVE YOUR ACCESS ID AND PASSWORD TO SOMEONE ELSE, YOU ARE AUTHORIZING THAT PERSON TO ACT ON YOUR BEHALF. We may rely and act on all instructions received via our website or mobile banking application using your ACCESS ID and password, and all transactions performed, even if not intended by you, are considered transactions authorized by you. You agree that any transaction that would otherwise require two or more signatures will not apply to Heritage Online services.

### **Electronic Mail**

You may communicate with us via electronic mail (“email”) at your own risk. However, please remember that we may not immediately receive or review any such email sent by you. If you need to contact us immediately, please do so by calling the number of your American Heritage banking location. No action will be taken on any electronic message you send to us until we actually receive your message and have a reasonable opportunity to act on it. EMAIL CANNOT BE USED TO MAKE AN ACCOUNT BALANCE INQUIRY, A STOP PAYMENT OR A FUNDS TRANSFER. EMAIL CANNOT BE USED TO CANCEL A TRANSFER OR A LOAN PAYMENT. NEVER SEND US YOUR ACCESS ID OR PASSWORD OR OTHER SENSITIVE ACCOUNT INFORMATION VIA EMAIL.

### **Account Statements**

All of your daily transactions, payments, and funds transfers will appear on Heritage Online and on your Account statement(s). You can access transactional information for your current statement.

## **ESTATEMENTS ENROLLMENT AND DISCLOSURE**

### **Terms for eStatements**

You certify that you the owner of the Account(s) for which you are requesting access and authorize us to verify any information. You agree that account access is limited to only accounts that you own and are electing to receive Account statements electronically with notice given to you via the email address you have provided us. Heritage Online and eStatements usage shall be governed by the terms and conditions of this Agreement, which you have read. We may amend this Agreement at any time and you agree to be bound by those changes. You further acknowledge that anyone who gains access to your mobile and online banking account will have full access to your accounts. You agree that to hold us harmless for any loss resulting from account misuse or unauthorized access. You understand that Heritage Online services may be modified, suspended, or revoked at any time without notice to you.

You consent to receiving an electronic statement for your Account(s) and receiving a reminder on a monthly or quarterly basis, as applicable, of its availability. You consent to receiving this electronic statement notification to your email address that you agree to provide and keep in working order. You understand that in order to access by statement, you must be a registered user of our online banking service. You will be required to log in to Online Banking with your Access ID and Password to view and/or print the electronic statement. It is your responsibility to protect

your Online Banking Access ID and Password from unauthorized persons. I agree that it is my responsibility to ensure that others cannot view the electronic statement.

### **eStatements and Errors Notification**

You understand that by authorizing this eStatement service, you will no longer receive paper statements for the specified account(s) in the mail. You are responsible for notifying us of any change in your email address ten (10) days before the end of my normal statement cycle. If your electronic email notification is returned as undeliverable, an attempt will be made to contact you. You understand that if you do not receive an email notification, it does not release you from the responsibility to review your electronic statement promptly and notify us of any errors within 60 days of the statement date. If for some reason you are unable to view your electronic statement, it is your responsibility to notify us within 30 days of the statement date.

### **Consent to Electronic Communications**

By authorizing eStatement service, you also consent to receiving other electronic communication from American Heritage including:

- Legal and regulatory disclosures
- Change in term notices relating to my account
- Annual privacy notice
- Regulation E disclosures

You understand that we reserves the right to provide a paper copy of any communication you have authorized it to provide electronically.

### **Discontinue eStatement Service**

If you wish to discontinue this eStatement service at any time, you may contact your branch office to stop the electronic statement and resume a paper statement. A fee may apply. You will notify us at least ten (10) days before the end of my normal statement cycle. If, while using the eStatement service, you need a paper copy of a statement or disclosure, you may contact your branch office. A fee may apply. All electronic statements shall be in full compliance with applicable laws and regulations. The provisions in this agreement are part of (and in supplement to) our terms and conditions and all applicable disclosures American Heritage has previously provided to you for depository Accounts. You acknowledge that your consent to electronic statements and communication 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. We reserve the right to discontinue E-Statements, 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.

## **HERITAGE ONLINE**

### **Service Requirements**

To use Heritage Online, you must have an Account maintained at American Heritage National Bank; an online banking ACCESS ID and PASSWORD; a computer with Internet service, adobe

Reader 7 or higher, and internet browsing software (MS Internet Explorer 6 or higher with 128-bit encryption is recommended).

### **Available Services**

Through Heritage Online, you may:

- Access your Accounts;
- Transfer funds between your Accounts either on a one-time or recurring basis;
- View previous day balance information for your checking, money market deposit, loan and savings accounts;
- Review transactions for the current statement cycle and transactions from your previous bank statement for up to 15 business days after your statement end date;
- Send us email messages and questions regarding your online banking; and
- Access other services that may be available.

### **Fee Schedule**

Aside from those fees stated in other agreements you have with American Heritage, there may be additional fees and charges for select Heritage Online services. These fees and charges are listed at the end of this agreement and may be changed in our discretion. You will receive notice of these changes in accordance with applicable law, either by mail or electronic message. You agree to pay all such fees and charges associated with Heritage Online and authorize us to deduce the calculated amount from your Account. Again, please be aware that all existing fees and charges associated with your American Heritage Accounts will continue to apply.

You are responsible for any and all other fees and charges that may be assessed by your telephone company, wireless carrier, internet service provider, or any other third party provider you may engage.

### **Mobile Banking Software License**

You may access Heritage Online services on a mobile device by using our mobile application available on Android or iOS. We reserve the right to modify, limit or eliminate the scope of Heritage Online services available on our mobile banking application or elsewhere at any time and you agree that some or all of the Heritage Online services may not be accessible or may have limited utility.

Subject to your compliance with this Agreement, you are granted a personal limited license (“License”) to download, install and use our mobile application software on your mobile device within the United States and its territories. However, this License shall be deemed revoked immediately upon:

- Your noncompliance with the terms of this Agreement;
- Termination of your enrollment in Online Services in accordance with this Agreement;
- Your deletion of the mobile application software from your mobile device; or
- Written notice to you at any time, with or without cause.

You agree to promptly delete the Software from each of your mobile devices if you have not already done so if this License is revoked for any reason. This License does not amend or replace

any agreements you may have with your mobile service provider. You understand that those agreements may provide for fees, limitations and other restrictions which might impact your use of the software and agree to be solely responsible for all fees, limitations and restrictions. You agree that your mobile service provider is responsible for its products and services and it is responsible for the operation, security or availability of any mobile device or network which you utilize to access the software.

### **Funds Transfer Limit**

Federal regulations limit the number of third party or preauthorized, automatic or telephone transfer and withdrawal requests from savings and money market accounts to six per statement period. Loan payments to us are not included in these limits.

### **Bill Payments**

The bill payments feature of Heritage Online allows you to schedule bill payments. You can arrange, at your option, for the payment of your current, future and automatic (recurring) bills from an eligible Account at American Heritage. In designating a payee for bill payment, you must provide us with detailed payment instructions, such as the payee's name and address, your account number with the payee, the payment amount, the payment date, the designated account, and the frequency of payments. You authorize us to follow your payment instructions and to rely on the accuracy of all information you provide. Payment instructions we receive from you are not processed instantaneously; rather, your instructions are processed with other transactions affecting your account during our nightly processing of your account after the close of each banking day. Payment instructions received on a non-business day or after 4:00 p.m. on a business day may not be processed or considered received until the next business day. Payment will be made, and your account will be charged, according to the provisions set forth below. We reserve the right to select the method in which to remit funds on your behalf to the payee.

Before we can pay a bill for you, you must set up the payee on Heritage Online. Because it may take several days to transmit payment to your payees, you must provide us with payment instructions with sufficient advance notice as posted on the online banking screens (generally five days). The payment of taxes, payments into court, and payments to payees located outside the continental United States through Heritage Online are prohibited, whether or not Heritage Online executes the transaction. You will be solely responsible for any claims or damages resulting from your scheduling of these types of payments or from any payments to prohibited payees, whether or not we refuse to make the payment or the payment is delayed or improperly processed. We reserve the right to refuse to pay any person or entity to whom you may direct a payment. We will notify you promptly if we decide to refuse to pay a person or entity designated by you; however, we are not required to notify you regarding a prohibited payee or any payment prohibited under this Agreement.

The "payment date" that you enter with your payment instructions is the date we will charge your account for the amount of the payment. Please select a payment date that allows sufficient processing and mailing time to reach the payee by the due date (see online banking screens for specific information). If the actual payment due date falls on a non-business day, you must select a payment date that is at least one business day before the payment due date. If you specify a payment date that is not a business day, we will consider the next business day as the payment date, and we will charge your account on that date. The payment date you enter with your payment

instructions should be prior to any late date or grace period. If your payment instructions do not meet all of these requirements, you bear the risk that the payee will not receive your payment by the payment due date, and you will be responsible for any and all late fees, penalties, finance charges and other actions taken by the payee.

**Bill Payment Account.** In your payment instructions, you must designate an account from which you will make payment for each bill you wish to pay using Heritage Online (“designated account”). Heritage Online will instruct you on how to designate an account for a bill payment. You authorize us to charge the designated account according to your payment instructions. You agree that you will have funds available in the designated account for each payment by 4:00 p.m. on the payment date you have designated in your payment instructions. If you do not have sufficient funds in the designated account to cover the transaction, the transaction may not be completed or, in our discretion and without notice to you, we may complete the transaction with the payee and make additional attempts to debit your account for the amount plus associated service fees and charges or otherwise seek recovery of the amount and service fees and charges from you. In either event, you are responsible and agree to reimburse us for all insufficient funds and related service fees and charges, and you remain liable to us for all funds we have advanced plus applicable service fees and charges until we are paid in full. Availability of funds in other accounts will not prevent insufficient funds charges or rejection of a payment if you do not have sufficient funds in the designated account. If we are unable to complete the payment transaction according to your payment instructions for other reasons (such as incomplete or inaccurate information), the transaction will not be completed. We will attempt to notify you by e-mail or U.S. mail, but we shall have no obligation or liability if we do not complete a transfer or payment because there are insufficient funds in the designated account to process the transaction or because of incomplete or inaccurate information, and you are responsible for either making alternate arrangements for the payment or rescheduling the payment through Heritage Online.

**Limitations and Overdrafts.** We are only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. We will not be liable in any way for damages you incur if you do not have sufficient funds in the designated account to make the payment on the processing date, for delays in mail delivery, for changes to the payee’s address or account number unless you have advised us of the change sufficiently in advance, for the failure of any payee to correctly account for or credit the payment in a timely manner, if you have not provided correct payment information, if you have been advised that the payment processing center is not working properly but you execute a transaction anyway, or for any other circumstances beyond our control. If your use of Heritage Online overdraws your account and the overdraft is not covered by an approved line of credit relating to the overdrawn account, you agree to make immediate payment to us of the amount of any such overdraft, together with any related service charges. We may also charge the overdraft and related service charges against any of your other accounts to the extent permitted by applicable law or agreement.

### **Stop Payments**

We will accept online requests from an authorized representative to stop payment on any check or electronic draft. We will process requests received prior to the posted cutoff time on the same business day received. Requests received after the posted cutoff time will be processed on the next business day. We must receive a stop payment request at a time that will give us a reasonable

opportunity to act on it prior to payment of the item. Generally, stop payments are not processed until the cutoff time or later on that business day. STOP PAYMENT REQUESTS ARE NOT EFFECTIVE IF, EITHER BEFORE OR WITHIN 24 HOURS OF WHEN THE STOP PAYMENT ORDER WAS PLACED, WE HAVE ALREADY CASHED THE ITEM OR BECOME OTHERWISE LEGALLY OBLIGATED FOR ITS PAYMENT. WE ASSUME NO RESPONSIBILITY IF ANY INFORMATION PROVIDED IS INCORRECT OR INCOMPLETE THAT WOULD CAUSE THE CHECK TO BE PAID (i.e., incorrect check number, amount, account number or date).

Once placed, the stop payment order will remain in effect for six months from the date when it was authorized. Stop payment requests made through Heritage Online do not require additional written authorization to remain in effect. An authorized representative may renew the stop payment order for an additional six-month period when the expiration date arrives. You are responsible for monitoring the expiration of stop payments. No notice will be provided to you that a stop payment is expiring. A fee will be charged for each stop payment and each extension of a stop payment. In order to cancel a stop payment, an authorized representative is required to fax or deliver a written request to your American Heritage National Bank location. STOP PAYMENTS CANNOT BE CANCELED VIA EMAIL.

### **American Heritage Pay-A-Person**

**Introduction** - Pay-A-Person allows a person to send, receive, or request money electronically to and from another person using an account number, email address, or a mobile phone number. This service operates through Popmoney® Personal Payments.

### **Your Responsibility**

**Accuracy** – You are responsible for ensuring the accuracy of any information that you enter into American Heritage Pay-A-Person. This means you will be responsible for any transaction processed on your Payment Instruction even if you make an error. For example, it is your error if you sent the transaction to the wrong receiver because you mistype, or otherwise incorrectly enter the receiver’s name, account number, telephone number and/or email address; you send too little or too much money because you mistype, or otherwise incorrectly enter, the dollar amount; or you send a duplicate transaction because you believed a prior transaction was unsuccessful.

You agree to immediately inform us if you become aware that any information is incorrect. Although we will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, we cannot guarantee such recovery and, accordingly, will bear no responsibility or liability for damages resulting from incorrect information entered by either the receiver or sender.

**Sufficient Funds** – You agree to maintain sufficient funds in your eligible Account to cover the amount of any payments you initiate through American Heritage Pay-A-Person. We have the right to suspend your use for future transactions if you do not maintain sufficient funds in your Account.

**Acceptable Use** – You agree that you are independently responsible for complying with all laws for your use of Pay-A-Person, regardless of the purpose of the use, and for all communications

you send through Pay-A-Person. We and other service providers have the right, but not the obligation, to monitor and remove communications content that we find in our sole discretion to be objectionable in any way.

**Taxes** – You are responsible for determining what, if any, taxes apply to payments you make or receive. It is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

### **Our Responsibility**

We will use reasonable efforts to properly apply all of your payments but shall incur no liability if we are unable to complete any payments initiated by you under the following circumstances:

- Pay-A-Person is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
- You have not provided us with the correct information;
- The eligible Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account; and/or
- Situations exceeding our control which prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

**Our Relationship** – We do not have control of, or liability for, any products or services that are paid for with our Pay-A-Person service. We also do not guarantee the identity of any user of the Pay-A-Person service or the person receiving your payment.

### **Limitations of Pay-A-Person**

**Transaction Limits** – For security reasons, there may be limits on the amount of money you can send through Pay-A-Person. You will be notified of the limits in effect in the user interface at the time you initiate a transaction. These limits may change at our sole discretion based on periodic risk assessments.

**Prohibited Use** – You are prohibited from using Pay-A-Person for any communications or activities that may (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to mobile banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use mobile banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

**Prohibited Payments** – You agree to not use Pay-A-Person for any of the following payments or requests for payments. We have the right but not the obligation to monitor for, block and/or reverse such payments. This includes, without limitation (a) payments to persons or entities located outside of the United States and its territories; (b) payments that may violate or present a possible risk of violating any law, statute, ordinance or regulation; (c) Payments that violate this Agreement; or (d) Payments related to: (i) tobacco products, prescription drugs and products that present a risk to consumer safety, drug paraphernalia; (ii) weapons or knives regulated under applicable law; (iii) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (iv) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; or (v) goods or services that defame, abuse, harass or threaten others. This also includes donations to an unauthorized charity or unauthorized non-profit organization, tax payments and court ordered payments.

In no event shall we be liable for any claims or damages resulting from your use of Pay-A-Person for prohibited payments and we may suspend your access to Pay-A-Person at any time and for any reason.

### **Remote Deposit**

Remote Deposit is a service that allows you to remotely deposit paper checks into an eligible consumer or business account by creating an electronic deposit through our Remote Deposit Capture System.<sup>1</sup> We will process and collect the electronic deposit through the check collection system just as we would a paper check.

### **Your Responsibility**

For each electronic deposit that you may transmit to us, you indemnify and hold us, any affiliates, service providers, and all agents thereof harmless from claims, penalties, losses, damages and costs of any nature (including, without limitation, reasonable attorney fees and court costs at trial or on appeal) arising directly or indirectly (a) from your failure to follow the eligibility or endorsement standards outlined in this Agreement; (b) from your breach of any check presentment representation or warranty; (c) resulting from your omissions or acts in the capturing, creation, or transmission of an electronic deposit; (d) from any fraudulent, duplicative or unauthorized presentment of an electronic deposit; and (e) losses caused by our acceptance of the electronic deposit in lieu of the original paper check.

If you believe you may have deposited a check more than once, please call us immediately at a number listed at the end of this Agreement.

**Security Procedures** – You must comply with all security procedures for Remote Deposit that are established by us or set forth in any written user requirements communicated to you. You are solely responsible for:

- Maintaining your own internal security procedures for retaining and destroying paper items deposited using Remote Deposit;

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<sup>1</sup> For purposes of this Agreement, “Remote Deposit” does not include the special Business Banking Remote Deposit service available for certain businesses and governed by a separate agreement.

- Safeguarding the security and confidentiality of any information obtained from your deposited checks that may be printed from, stored on, or transferred from, your capturing device, the remote deposit capture system, or your other computer/data systems or portable media; and
- Preventing errors and unauthorized access to the remote deposit capture system.

## **Our Responsibility**

**Availability** – We will take reasonable measures within our limited control to ensure that Remote Deposit is available for use, but are not liable for system failures or temporary service disruptions that cause Remote Deposit to be unavailable. If Remote Deposit is unavailable; you are responsible for carrying out your business through alternative channels, including visiting one of our bank branches. Further, we are not liable for any inaccurate or incomplete information with respect to transactions which have not been completely processed or posted using Remote Deposit. We are not liable to you for a failure to process an electronic deposit, or any error that results in processing or collecting an electronic deposit:

- If you failed to provide us full and correct data and dollar amount from the original paper check;
- If you failed to provide an accurate and legible image of the original paper check,
- If you failed to comply with formatting standards or other guidelines required by us; or
- If you violated this or any other agreement between you and us.

## **Determination of Items Eligible for Remote Deposit**

You may only create a Check Image of items made payable to you individually or to you alternatively with another person or persons. Jointly payable items may not be deposited using Remote Deposit unless both parties have endorsed the item. Notwithstanding the foregoing, we reserve our right to reject any deposit for any reason and the following items are specifically ineligible for deposit using Remote Deposit, without limitation: (1) U.S. Treasury Checks, (2) checks drawn on banks located outside of the United States or payable in medium other than U.S. dollars, (3) non-cash items (as defined under Section 229.2(u) of Federal Reserve’s Regulation CC), (4) third party checks, (5) pre-existing substitute checks, (6) checks that have been previously returned as unpaid or uncollected, (7) checks drawn on your own American Heritage Account, (8) checks greater than 180 days old, (9) checks that contain erasures or checks that have been altered; and (10) any other class of checks or drafts as identified by us to you from time to time.

## **Creating an Electronic Deposit**

**Endorsement** – The check must be properly endorsed by the payee(s) of the check and the check must be deposited into an account of one of the payees. Each payee must sign his or her name along with the printed words “For Deposit Only American Heritage National Bank Account Number \_\_\_\_\_” and the specific account number to which the check will be deposited.

**Accuracy** – You are responsible for creating an accurate check image and inputting the correct dollar amount of the check into the capture device.

In creating an image of the check, ensure that the data, check number, and maker’s name are commercially printed on the check. Defects may prevent the capture device from creating an accurate image, causing the electronic deposit to be rejected. If you receive error messages

indicating that the electronic deposit has been rejected, then the check must be physically deposited at your local bank branch or ATM.

**Legibility** – You are responsible for inspecting check images to ensure the legibility of all information. If any information is not accurately captured and legible, you may cancel the imaging process. You must physically deposit the check at your local branch if an ineligible check image results from your efforts.

**Security Features** – You acknowledge the capture device may not capture all security features contained within or on the original paper checks. Accordingly, you must manually examine the paper item to determine authenticity prior to creating a check image or submitting an electronic deposit. You agree to assume any and all losses resulting from claims based on security features that do not survive the image process.

### **Deposit Limits**

You are limited in the amount that you may deposit at any given time using Remote Deposit. The following deposit limits apply to each account:

- Per Item Limit – Limits the value of each item that you deposit and applies to each separate item that you deposit.
- Daily Limit – Limits the total combined value of all items deposited in a single Business Day. Deposits made after the daily cutoff time or on a non-Business Day (as explained in the “Funds Availability” section below) will apply to the daily limit of the next Business Day.
- Weekly Limit – Limits the total combined value of all items deposited in a single week. For the purposes of deposit limits a “week” is defined as the current Business Day plus the four previous Business Days.

The deposit limits may vary depending on many factors including your deposit history and the length of your relationship with us. We continually evaluate these factors. Nevertheless, you may access your current deposit limit within the user interface at the time of deposit.

### **Fees and Charges**

In addition to those fees and charges set forth for your specific account, you may incur additional fees and charges for using Remote Deposit. A fee schedule for these additional fees and charges is included in this Agreement. Generally, these additional fees will only be assessed if the electronic deposit is approved for processing, though we reserve the right to waive or change fees as we deem appropriate. You agree to pay all such fees and charges associated with Remote Deposit and authorize us to deduce the calculated amount from your American Heritage account(s).

### **Funds Availability**

This policy only applies to deposits made using Remote Deposit; deposits made at a branch location or ATM remain subject to the funds availability policy outlined in the most current version of your deposit account agreement.

We are not liable for transactions you initiate before the funds are available for your use. Until you receive confirmation that the funds are made available, you may not withdraw the funds in

cash and we may not use the funds to pay items that you have written or honor other withdrawals you request. If we pay items that you have written or honor other withdrawals before funds are available to you, we may charge a fee for this.

Remote Deposit is generally available 24 hours every day of the year, but funds availability for the approved deposit will be subject to the following processing cut-off times:

- Deposits submitted and approved by 4:00 p.m. Central Standard Time on a Business Day – generally, the first \$200 of your total daily deposits will be available immediately and the balance of your total daily deposits will be available on the next available Business Day.
- Deposits submitted and approved after 4:00 p.m. Central Standard Time on a Business Day (or items deposited on a non -Business Day) – these deposits will not be processed until the next available Business Day, which will be considered the recorded day of your deposit. Generally, we will make the first \$200 of your total daily deposits available on the recorded day of deposit with the balance of your total daily deposits available on the next available Business Day.

In certain circumstances, and at our discretion, the balance of the deposit may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid;
- You deposited checks total more than \$5,000 on any one day;
- You have overdrawn your account repeatedly in the last six months; or
- There is an emergency, such as failure of computer or communications equipment.

We will attempt to notify you if we delay your ability to withdraw funds for any of these reasons, and notify you when funds may be available. Generally, funds delayed for the above reasons will be available no later than the seventh business day after the recorded day of your deposit.

Please remember that even after the item has “cleared,” funds have been made available to you, and you have withdrawn the funds, you are still nevertheless responsible for items you deposit that are returned to us unpaid and for any other problems involving your deposit.

### **Returned or Rejected Items**

**Returns** – If a check that is deposited using Remote Deposit is returned to us for any reason, you agree that we may charge your account for any and all fees associated with the returned item in accordance to the terms of your deposit account agreement.

**Rejections** – We will notify you whether your deposit capture is approved or rejected; you will not be charged the service fee for rejected items. Items that are rejected for deposit using Remote Deposit may be re-presented for deposit at our physical branch.

### **Collection of an Electronic Deposit**

Electronic deposits are processed similarly to ordinary deposits (i.e., not through ACH conversion). We will determine the manner for collecting an electronic deposit and we reserve the right to process an electronic deposit by (a) presenting or transferring the check image to the paying bank, a Federal Reserve Bank, image share/exchange network, or other collecting bank; (b) creating a substitute check from the check image and collect the substitute check; or, (c) request

that you provide to us the original paper check from which the check image was created and then collect the original paper check.

We may, in our sole discretion, reject, repair, alter, amend, re-format or convert the check image or magnetic ink character recognition code submitted in an electronic deposit in accordance with general check collection practices and industry presentment standards, but we have no obligation to do so. If we require that you comply with certain formatting standards or other guidelines when submitting electronic deposits and you decline to implement, or comply with, such standards or guidelines, you acknowledge that we are not liable for any error or loss that results from our processing of such electronic deposit or any delays caused from our re-formatting or conversion of the electronic deposit prior to processing.

### **Marking, Retaining, and Destroying Original Paper Checks**

To mitigate the risk of potential fraud or the presentment of duplicate items, you agree to clearly mark on the original paper check that the item has been deposited electronically. Items should be marked after you receive confirmation that the deposit was received and approved for processing by American Heritage.

**Destruction** – You must destroy the original paper check in accordance with this Agreement and employ commercially reasonable methods to securely store the original paper check until destruction. You agree to securely store all deposited checks in a location away from daily processing activities. To help ensure that checks are not electronically processed more than once or physically deposited at the bank after being electronically deposited, you will establish procedures to ensure that only authorized persons have access to these checks.

**Retention** – Retain all checks for at least 30 days after the deposit is made in case a check is returned and you need to collect on the check by re-depositing the original item. You agree to destroy all deposited checks as soon as reasonably possible thereafter and no later than 60 days after deposit. At our request, you must provide the original paper check to us if the original paper check has not been destroyed by you and we need the original paper check to process a payment or resolve a dispute arising from an electronic deposit.

**Re-presentment** – In the event we, in our sole discretion, determine that we require the original paper check for re-presentment in order to collect a returned check image or substitute check, you are responsible for providing to us the original paper check, or if the original paper check has been destroyed, for obtaining a replacement check.

### **Representations and Warranties**

With respect to each electronic deposit that you transmit to us, you are deemed to make any representation or warranty that would have applied had you deposited the original paper check. In addition you are deemed to make to us any representation or warranty that we make, under applicable law, clearinghouse rule, Federal Reserve Operating Circular, bi-lateral agreement or otherwise, to any person (including without limitation a collecting bank in the United States, a Federal Reserve Bank, a Receiving Depository Financial Institution, a paying bank, a returning bank, the drawee, the drawer, any endorser, or any other transferee) when we transfer, present, or originate the electronic deposit, or a substitute check created from that image. These representations and warranties include but are not limited to, that: (a) the transmissions contain

accurate images of the front and back of the original checks; (b) the transmissions contain all necessary endorsements; and (c) no depository bank, drawee, drawer, or endorser will be asked to make a payment based on an item that it has already paid.

### **Limitations of Remote Deposit**

You may use Remote Deposit for business or personal use for as long as we in our sole discretion provide Remote Deposit services to you. As part of Remote Deposit, we reserve the right to periodically audit your remote deposit capture, security, and information technology processes, and to require you to implement reasonable and necessary controls as we may require in our sole discretion. Remote Deposit is only available for use within the United States.

Once a Check Image has been approved for deposit, we are not able to delete or remove the item from the collection process and it becomes subject to the funds availability policy described herein.

### **Alerts and Text Message Banking**

Alerts allow you to receive email or text messaging concerning your account. If you opt into this service, you may incur charges from your cellular phone provider and agree that we are not responsible for such charges. By opting in, you agree to accept text messages and/or phone calls on your cellular device.

### **Warranty Disclaimer**

Heritage Online is provided "AS IS" and without any warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. All implied warranties are disclaimed.

## **LIABILITY**

### **Your Responsibility to Notify**

CALL US IMMEDIATELY if you believe any ACCESS ID or PASSWORD has been lost or stolen, or if you believe someone has transferred or may transfer money from your Account without your permission, or if you suspect any fraudulent activity on your Account. You could lose all the money in your deposit accounts and your maximum line of credit. DO NOT SEND NOTIFICATION OF LOST OR STOLEN ACCESS IDS AND PASSWORDS OR UNAUTHORIZED TRANSFERS VIA EMAIL.

**Consumer Accounts** - You will not be liable for unauthorized transactions on Consumer Accounts as long as you report any unauthorized transactions within sixty (60) days of when we first deliver a statement to you that discloses an unauthorized transaction. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may in our sole discretion, extend the period.

### **Business Accounts**

We may process any instructions which are submitted using your online credentials and such instructions are effective even if not transmitted or authorized by you. You agree to maintain appropriate accounting and auditing procedures to protect your Business and Brokerage Accounts from intentional or negligent misuse. You agree to promptly review all paper and electronic statements, notices, and transaction information made available to you and to report all

unauthorized transactions and errors immediately. You may not be liable for unauthorized transactions as long as you report any unauthorized transactions within 24 hours from the posting of the alleged unauthorized transaction.

### **Error Resolution Procedure**

In case of errors or questions about transfers or payments from your Accounts, contact your local American Heritage Bank or write to us at: American Heritage National Bank, Attn: Customer Service, 24 Second Street South, P.O. Box 509, Long Prairie MN 56347-0509. Please tell us: (1) your name and account number, (2) detailed description of the error or transfer that you are unsure about, (3) clear explanation of why you believe it is an error, and (4) dollar amount of the suspected error. We must receive your inquiry no later than 60 days after we sent you the first statement on which the problem or error appeared.

If you tell us orally, we may require that you send your complaint or question in writing within ten (10) Business Days after your oral notification. 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. However, if we require more time to confirm the nature of your complaint or question, we may take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your account within ten (10) Business Days for the amount you think is in error so that you will have use of the money during the time that it takes us to complete our investigation. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your account. For errors involving new accounts, we may take up to ninety (90) days to investigate your question and we may take up to twenty (20) Business Days to credit your account for the amount you think is in error. We will tell you the results within three (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 documents used in our investigation.

### **Our Liability**

Our liability to you is limited to the extent stated in any other Account and/or loan agreements, notices, and disclosures that are separately provided to you from time to time regarding your Accounts and/or this Agreement. This section explains the complete extent of our liability to you only to the extent that it has not been separately disclosed to you by any of these agreements, notices, or disclosures.

NEITHER AMERICAN HERITAGE, NOR ANY OF ITS DIRECTORS, EMPLOYEES OR AGENTS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE PERFORMANCE OR QUALITY OF HERITAGE ONLINE OR THE RESULTS THAT MAY BE OBTAINED FROM USING HERITAGE ONLINE. AMERICAN HERITAGE SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF MERCHANTABILITY OR WARRANTIES AGAINST INFRINGEMENT.

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USE, OF HERITAGE ONLINE, OR ITS CONTENT, INCLUDING, WITHOUT LIMITATION, LOSSES RELATED TO: YOUR USE OF, OR INABILITY TO USE, HERITAGE ONLINE; ANY ERRORS, OMISSIONS OR DEFECTS IN ANY CONTENT; ANY INTERRUPTIONS OR DELAYS IN TRANSMISSION TO THE HERITAGE ONLINE; OR COMPUTER VIRUSES RECEIVED BY YOU AS A RESULT OF YOUR USE OF HERITAGE ONLINE. IN ANY EVENT, ANY LIABILITY OF AMERICAN HERITAGE, ITS EMPLOYEES, AGENTS, CONTENT PROVIDERS AND LICENSORS SHALL NOT EXCEED THOSE AMOUNTS SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT.

Further, we will not be obligated to honor, in whole or in part, any transaction or instruction which: (1) is not in accordance with any term or condition applicable to the relevant service in this Agreement or your Account agreements, (2) we have reason to believe may not have been authorized by you or any third person whose authorization we believe is necessary, or which involves funds subject to a hold, dispute, restriction or legal process we believe prevents their withdrawal, (3) would violate any applicable provision of any risk control program of the Federal Reserve or any applicable rule or regulation of any other federal or state regulatory authority, (4) is not in accordance with any other requirement of our applicable policies, procedures or practices, or (5) we have reasonable cause not to honor for your protection or ours.

### **Indemnification**

Except to the extent of American Heritage's liability pursuant to the terms of this Agreement or any other agreement or notice that otherwise governs your Account, you agree to indemnify and hold us, our directors, officers, employees and agents harmless from any and all loss, liability, claims, demands, judgments and expenses (including attorneys' fees) arising out of, or in any way connected with, your use or misuse of Heritage Online. This indemnification is provided without regard to whether our claim for indemnification is due to the use of Heritage Online by you, or your authorized representatives.

### **Joint & Several Liability**

If any one or more of your Accounts has co-owners, each co-owner will be jointly and severally liable for any obligation which arises from the use of Heritage Online to access the account. This joint and several liability shall extend as well to any line of credit accessed through any such account.

### **Corporate & Partnership Authorization**

You represent that each authorized representative who has been issued ACCESS ID and PASSWORD has general authority from your organization to give instructions within the access capability associated with such ACCESS ID and PASSWORD (including general authority over the movement of your organization's funds and over accounts with American Heritage), all as evidenced by the banking resolution, partnership declaration or other agreements you have provided to American Heritage, and that American Heritage has full authorization from your organization to rely and act upon instructions identified by such ACCESS ID and PASSWORD.

### **Protecting your Passwords**

You agree that we may send notices and other communications, including ACCESS ID and PASSWORD, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that American Heritage will not be responsible or liable to you in any way if information is intercepted

by an unauthorized person, either in transit or at your place of business. You agree to: (1) keep your PASSWORD secure and strictly confidential, (2) instruct each person to whom you give a PASSWORD that he or she is not to disclose it, and (3) immediately notify us and select a new PASSWORD if you believe a PASSWORD may have become known to an unauthorized person. We may suspend or cancel your PASSWORD even without receiving such notice from you, if we suspect a PASSWORD is being used in an unauthorized or fraudulent manner.

WE WILL HAVE NO LIABILITY TO YOU FOR ANY UNAUTHORIZED PAYMENT OR TRANSFER MADE USING YOUR PASSWORDS THAT OCCURS BEFORE YOU HAVE NOTIFIED US OF POSSIBLE UNAUTHORIZED USE AND WE HAVE HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE.

### **Acknowledging Commercially Reasonable Security**

By using Heritage Online, you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions that are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use as described above (and we had a reasonable opportunity to act on such notice).

### **Liability for Loss or Erroneous Data**

Each party will bear the liability or the risk of any error or loss of data, information, transactions or other losses which may be due to the failure of their respective computer system or third party communications provider on which each party may rely. We shall have no liability to you for any damage or other loss, direct or consequential, which you may incur by reason of your use of your computer system.

### **Virus Warning**

WE ARE NOT RESPONSIBLE FOR ANY ELECTRONIC VIRUS THAT YOU MAY ENCOUNTER USING ONLINE BANKING. Undetected or unrepaired electronic viruses may corrupt and destroy your computer programs, files and hardware. We exercise the necessary measures to reasonably protect our computer system. We encourage you to routinely scan your computer and diskettes, using a reliable virus protection product to detect and remove any viruses found.

### **Limitation of Our Liability**

If we fail or delay in making payment or transfer pursuant to your instructions, or if we make a payment or transfer in an erroneous amount which is less than the amount per your instructions, unless otherwise required by law our liability shall be limited to interest on the amount which we failed to timely pay or transfer, calculated from the date on which the payment or transfer was to be made until the date it was actually made or you canceled the instructions. We may pay such interest either to you or the intended recipient of the payment or transfer, but in no event will we be liable to both parties, and our payment to either party will fully discharge any obligation to the other. If we make a payment or transfer in an erroneous amount which exceeds the amount per your instructions, or if we permit an unauthorized payment or transfer after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law our liability will be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the payment or transfer to the date of the refund, but in no event to exceed 60 days' interest. If we become liable to you for interest

compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where the Bank is headquartered for each day interest is due, computed on the basis of a 360-day year.

UNLESS OTHERWISE REQUIRED BY LAW, IN NO EVENT WILL WE BE LIABLE TO YOU FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR ATTORNEYS' FEES, EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

## **GENERAL PROVISIONS**

### **Termination**

You may terminate or discontinue Heritage Online at any time by giving us a written 10 days prior notice. American Heritage may terminate this Agreement and/or your access to Heritage Online, in whole or in part, at any time at our sole discretion, unless otherwise required by applicable law.

### **Assignment**

You may not transfer, assign or delegate all or any part of your rights or duties under this Agreement. We may assign this Agreement to any company affiliated with us or to any other party.

### **Waiver**

Any waiver of the terms and conditions under this Agreement will not be effective unless in writing and signed by our authorized officer. A waiver on one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions.

### **Notices**

UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW, IN THE EVENT THAT WE ARE REQUIRED TO PROVIDE A NOTICE OR OTHER COMMUNICATION TO YOU IN WRITING, THAT NOTICE OR OTHER COMMUNICATION MAY BE SENT TO YOU ELECTRONICALLY TO YOUR INTERNET ADDRESS AS REFLECTED IN OUR THEN CURRENT RECORDS.

### **Disclosure of Information**

The circumstances under which we will disclose information about you or your Accounts, has been separately disclosed to you in our Privacy Policy and in other disclosures which have been provided directly to you. Our Privacy Policy may change from time to time and is always available on-line and at your American Heritage banking location.

### **Authorization to Obtain Information**

You agree that we may obtain and review your credit report from a credit bureau at any time during the life of this Agreement. You agree that we may contact any source necessary, including third parties such as, but not limited to, merchants and other financial institutions, in connection with resolving any problems with Heritage Online.

### **Legal Process**

If we are served with any notice of lien, attachment, levy, garnishment or other legal process relating to you or your Account, we are authorized without notice to you or any joint Account Holder, except where required by law, to withhold the withdrawal or payment of so much of the funds in your Account that may be the subject of such notice or legal process. We may disburse

such amount out of your Account to a court or to such persons as applicable state or federal law either requires or permits because of such powers. We have no liability to you for such withholding or disbursements or for refusal by us to permit withdrawals or payment against your Account because of a court order or other legal process including the return by us of items presented against your Account as unpaid that otherwise would be paid. Any lien, attachment, levy, or garnishment against your Account is subject to our right of set-off as provided in the Agreement unless prohibited by law. You agree to pay our costs and expenses for complying with such legal process, including legal costs and attorneys' fees, costs of research and copying and administrative fees.

### **Waiver of Jury Trial**

YOU AND AMERICAN HERITAGE HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ALL DISPUTES, CONTROVERSIES AND CLAIMS BY, BETWEEN OR AGAINST EITHER YOU OR AMERICAN HERITAGE WHETHER THE DISPUTE, CONTROVERSY OR CLAIM IS SUBMITTED TO ARBITRATION OR IS DECIDED BY A COURT.

### **Choice of Venue**

Any action at law, suit in equity or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of Todd County and the State of Minnesota.

### **Governing Law**

This Agreement will be governed by, construed and enforced in accordance with federal law and the laws of the State of Minnesota.

### **Severability**

If any provision of this Agreement is held to be void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of such provision in any other jurisdiction or any other provision in that or any other jurisdiction.

### **Complete Agreement**

This Agreement represents the sole and exclusive agreement between you and us regarding Heritage Online services and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject matter hereof.

### **Ownership of Materials**

The content and information on our site is the property of American Heritage National Bank and the unauthorized reproduction or distribution of any portions is prohibited.

### **CONTACTING AMERICAN HERITAGE**

Except as noted above, you may contact American Heritage at any of our branches or by telephone. You may contact us at American Heritage National Bank, Attn: Customer Service, 24 Second Street South, P.O. Box 509, Long Prairie MN 56347-0509. Phone: 320-732-6131.

