

## Federal E-Sign Act Disclosure and Consent

Please read this Federal Electronic Signatures in Global and National Commerce Act (“E-Sign”) Disclosure and Consent carefully and keep a copy for your records. You can record your consent to the E-Sign disclosure by placing a check mark in the box on the webpage. By checking the box on the website, you consent to receive the following required disclosures electronically: account statements, billing statements, notices, disclosures, loan disclosures and documents (hereafter referred to as Documents). This E-Sign Disclosure and Consent applies to all communications for those internet based products and services offered by MidCountry Bank (the “Bank”) that are not otherwise governed by an agreement or terms and conditions. You also agree that we do not need to provide you with additional paper (non-electronic) copies of the Documents, unless specifically requested.

Your consent and agreement shall relate to all forms of the Documents required under applicable law as a result of the various agreements between you and the Bank and shall remain valid until such time as you exercise your right to revoke this consent. There is no charge to revoke this consent. Refer to your Fees and Charges Schedule for any account service charges resulting from non-electronic document delivery.

**Terms and Conditions of Your Electronic Document Delivery Agreement:** By entering into this Agreement, you accept all the terms and conditions contained in the Agreement. Please read it carefully. This Agreement is in addition to other agreements between you and the Bank. The terms and conditions of your agreements for each of your bank accounts continue to apply. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of any other agreements between you and us, this Agreement will control. The Bank reserves the right to change the terms and conditions of this Agreement at any time, which includes the addition and deletion of the electronic delivery of your Documents.

**Consent to Electronic Delivery of Documents:** You may enter into this agreement by accepting the disclosure electronically or by providing a verbal request to the Bank. Completion of a verbal request will be provided when a confirmation email is successfully delivered to the email address provided. If this confirmation is not successfully delivered you will not be enrolled for this service.

By entering into this Agreement, you understand that the Bank will cease providing you with printed statements in the mail, and that all future account statements will be maintained on a website that you may access to obtain, review, print and otherwise copy/download your periodic statements. You may request a paper copy of a record, for an applicable service charge, as needed using the contact information below.

If the account is owned jointly, any one of you may consent to receive eStatements and that election will apply to all accountholders. Email notices will be sent to one account owner but statements can be accessed by all online banking users.

Furthermore, you agree that any future notices or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically via email, notice with instructions/links or via an email with attached disclosures.

You understand that if you decide in the future that you would like to receive printed Documents in the

mail instead of receiving these electronically, you agree to notify the Bank using the contact information below. You also agree to notify the Bank of any change in your email address. If we become aware that you are not receiving email, we will send all Documents to you via U.S. Mail to your last address known to us.

**Periodic Statements:** By enrolling for this service, you will not receive a separate printed and mailed statement. You will receive an email after the end of each statement period to notify you your eStatement is available. You must promptly access/review your eStatement and any accompanying items and notify us in writing within the applicable time period specified in your account agreements of any error, unauthorized signature, lack of signature, alteration or other irregularity. Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the email date regardless of when you receive and/or open the eStatement.

**Disclaimer of Warranty and Limitation of Liability:** We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the electronic delivery of statements, notices and disclosures provided to you under this Agreement. We do not and cannot warrant that this service will operate without error, or that this service will be available at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our shareholders, officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of these services, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty or any other legal theory. Further, in no event shall the liability of the Bank and its affiliates exceed the amounts paid by you within in the last 90 days (if any) for the services provided to you through eStatements.

**You can communicate with us at:**

MidCountry Bank  
Attn: Customer Care Center  
7825 Washington Ave S  
Bloomington, MN 55439  
Phone: 1-877-874-7376  
[www.MidCountryBank.com](http://www.MidCountryBank.com)

**Hardware and Software Requirements:**

We can support any browser with 128-bit encryption capabilities. To access, download, and print electronic statements, notices and disclosures, you need to have a personal computer with Internet and email access. You must also have Adobe Acrobat Reader. To download a free copy of Adobe Acrobat Reader, please go to <http://www.adobe.com>.