



Electronic Document Agreement

Purpose

The following information represents the Electronic Document Agreement (“Agreement”) between you and The Bank of Elk River for delivery of secure electronic documents by The Bank of Elk River. Please read this entire Agreement prior to enrolling. If you would like to print a copy for your records, select the Print option in Digital Banking.

This Agreement is made between you and The Bank of Elk River for electronic delivery of any of the documents (agreements, disclosures, statements, notices etc.) associated with your Bank of Elk River (TBER) account(s) accessible, either currently or in the future, through The Bank of Elk River Digital Banking whether accessed through our website (www.thebankofelkriver.com) (Online Banking) or a mobile device (Mobile Banking), or other electronic means. Going forward, any new types of documents for your deposit or loan accounts may also be electronically delivered. You have the ability to download and print any documents we send to you through the digital banking system. As used in this document, the words, “we”, “our”, and “us” means The Bank of Elk River (TBER) and assigns the words “you” and “your” to mean each account owner.

You agree to abide by the terms and conditions of this Agreement and acknowledge your receipt and understanding of the disclosures contained in this Agreement. This Agreement is in addition to other agreements between you and us, including the applicable deposit account disclosure agreement(s) and terms and conditions, and any loan agreements with us. If there appears to be a conflict between this Agreement and other agreements with us, the agreement that is most closely related to the product or service in question shall govern the resolution. We may amend or change the Electronic Document Agreement at any time and will provide you any notice as required by law or regulation. We may terminate this Agreement, and immediately refuse to provide, or revoke access to electronic documents at any time with or without cause or prior notice. Neither termination nor discontinuation of your access to the Digital Service shall affect your liability or obligation under this Agreement.

Enrollment

Once you enroll your TBER deposit and loan accounts in electronic statements and notices, you will no longer receive paper statements, check images or certain notices for the enrolled accounts. This includes accounts that have joint or multiple owners. Any account owner may choose to enroll an account in electronic statements and notices.

You authorize us to electronically deliver your periodic bank statements and notices, including, but not limited to, any other disclosures that we might send to you with your statements or

notices, such as Truth in Savings disclosures or other required disclosures relating to your account(s). These documents may include, but are not limited to the following:

- All legal and regulatory disclosures and communications associated with the Account or the product or service available through the digital service for your account;
- Notices or disclosures about a change in the terms of your account;
- Digital Banking Terms and Conditions, other service or user agreements for access to our website or other electronic services including any updates; disclosures, agreements, notices and other information related to opening or initiating an account, product or service, including but not limited to account agreements, fee schedules or other disclosures or notices that may be required;
- Periodic, annual, monthly or other statements, disclosures and notices relating to the maintenance or operation of an account, product or service including, but not limited to account information, account activity, account inactivity, payments made or due, or other statements, disclosures or notices that may be required;
- Any notice or disclosure regarding an account, product or fee (e.g., late fee, overdraft or returned item fee, over limit fee, chargeback fee, etc.); and
- Certain tax statements or notices.

We are not accepting any responsibility to archive your electronic documents beyond the time required by applicable law or regulation.

Although you are electing to receive your statement(s) and/or notice(s) electronically, you have the right to have your statement(s) and/or notice(s) provided or made available on paper or in non-electronic form. You may submit this request as provided below (see "How to Contact Us"). There is no fee to request a paper copy of a regulatory notice. Normal fees may apply for a request for statements or any check referenced in a statement.

If you have not accessed our Digital Banking Service for a six (6) month period, we may terminate your Digital Banking Service, including electronic statements and notifications.

Requirements

To use this service, you will need:

- A Personal Computer or mobile device
- An internet browser
- A valid email account with an Internet service provider and e-mail software
- Software that allows you to view PDF documents, such as Adobe Acrobat Reader
- Access to a printer or the ability to download information in order to keep copies of your e-Statements and notices for your records.

You understand that you are responsible for installation, maintenance and operation of your computer, mobile device and its software. You assume full responsibility of ensuring these requirements are met should any changes be made to your existing computer or devices. We are not responsible for any errors or failures of your computer, mobile devices or software.

If we make a change in the hardware or software requirements needed to access or retain electronic records that creates a material risk that you may not be able to access or retain a

subsequent electronic record that was the subject of the consent, the Bank will provide you with a description of the revised hardware and software requirements and the right to withdraw consent without the imposition of any fees or consequences.

Our Digital Banking System will be available twenty-four (24) hours a day, seven (7) days a week unless we are conducting necessary maintenance or upgrades.

Notification

You need to have Digital Banking access with The Bank of Elk River to receive electronic account statements and notices. We will promptly notify you by e-mail each time a statement or notice is available. The notice will contain instructions regarding how to retrieve those documents through Digital Banking. A notice sent to the e-mail address used to enroll your account(s) constitutes notice to each account owner whether or not any such owner has access to Digital Banking.

You have a duty to exercise reasonable promptness in examining your transaction activity and statements once they are made available to you. If you believe that a transaction has been or may be conducted from your account(s) without your permission, contact us immediately as provided below (see “How to Contact Us”).

Email Address Changes

You must maintain a current e-mail address with The Bank of Elk River to receive notification of electronic account statements and notices. If your e-mail address changes, please notify us promptly as provided below (see “How to Contact Us”).

Withdrawal of Consent

You may change your statement and notice delivery preference back to paper at any time by logging into Online Banking and going to the Documents tab. You may also contact us as provided below (see “How to Contact Us”). If you withdraw your consent to receive electronic delivery of statements and notices, we will provide these documents to you in paper form. Any owner may revoke that choice. If you revoke electronic statements, our standard fees for paper statements and check images (if applicable) may apply.

How to Contact Us

Start a Conversation in Digital Banking

Phone us at 763-241-8522

Email – customerservice@thebankofelkriver.com

Mail us at - The Bank of Elk River

630 Main Street

Elk River, MN 55330

Visit one of our office locations