



## **E-Document Agreement & Disclosure**

This Electronic Signature Act ("E-Sign Act") Disclosure applies to all electronic communications between the client ("You, Your") and Waldo State Bank ("Waldo State Bank, We, Our"). When you consent to this disclosure, you agree to the following terms and conditions.

Please read this Agreement carefully before accessing or using the Service. By accessing or using the Service, you are agreeing to the following terms and conditions, in addition to the Online Banking Agreement and disclosures and any terms and conditions to which you have previously agreed with respect to the underlying electronic banking and Bill Pay services which this is a part. Waldo State Bank may modify this Agreement from time to time, and such modifications shall be effective immediately upon posting of the modified Agreement. By continuing to access or use the Service following such modifications, you agree to be bound by the modified Agreement.

### **AUTHORIZATION**

When you activate online documents associated with your account(s), you agree that we may provide you with an electronic document (E-statements, tax documents, etc.) for each specific account for which you elect this option. Upon your request for activation and authorization, we will only provide documents to you electronically, unless you withdraw your consent and revert back to paper documents. You must also provide and maintain a valid email address at all times. Invalid e-mail address will be cause for revoking electronic delivery of documents. You may update your e-mail address by contacting us or using the Update Contact Information form located in Online Banking. In accordance with E-Sign Act, electronic communications of the documents will be considered "in writing" for the purposes of other federal and state laws.

### **CONSENT TO ELECTRONIC CONTRACTING**

You agree that Waldo State Bank may make agreements with you concerning the Service by electronic means. All agreements entered into by electronic means will be deemed valid, authentic and shall have the same legal effect as agreements entered into on paper. You will be deemed to have received any electronic messages sent to you if such messages are sent to the latest e-mail address you have provided to Waldo State Bank. You further agree that electronic copies of communications are valid as "originals" and you will not contest the validity of the electronic copies, absent proof of altered data or tampering. This consent to the use of electronic agreements and communications shall apply to all agreements and communications made in conjunction with this agreement and the Service.

### **CONSENT TO ELECTRONIC DISCLOSURES**

If you agree, you will receive communications and disclosures from Waldo State Bank regarding the Service only in electronic form (not in paper). You may choose to receive a copy of this Agreement and any other related communications in paper format, and you have the right to withdraw your consent to entering into electronic agreements and receiving electronic communications and disclosures.

### **EQUIPMENT REQUIREMENTS**

In order to access your Waldo State Bank agreements and communications electronically, you must have a personal computer equipped with a 128-bit JavaScript enabled Browser, Internet access, and a valid e-mail account supported by software to enable you to receive e-mail messages. In order to store bank agreements and communications made electronically, you need to have a printer connected to your computer so that you can print such agreements or communications, or you need to have a hard drive or disk drive to download such agreements or communications electronically. Software which permits you to receive and access Portable Document Format (PDF) files, such as Adobe Acrobat Reader®, is required to view any documents delivered in PDF format.

**CHARGES**

As a client of the Service, you are not charged by Waldo State Bank for receiving an eDocument electronically. As part of the Service, Waldo State Bank will provide a history of prior documents up to 3 years for you to review and print as needed. There may be a charge for additional transactions, including a request for a paper copy of your document from Waldo State Bank, and other optional services. Please refer to Waldo State Bank Fee Schedule for more information.

**DOCUMENTS SENT ELECTRONICALLY**

We will provide you the following documents in an electronic format and discontinue sending them to you in paper form. The Documents that will be sent electronically include the following:

- Deposit Account Statements
- Tax Documents
- Other communication for important Notices and/or Product and Service announcements

**STATEMENT DELIVERY**

When Waldo State Bank delivers the documents electronically, we will notify you with the email address we have on file. The notice will only inform you of its availability. Please log-in to Waldo State Bank Online Banking to access the documents.

**REQUEST A PAPER COPY**

At any time, you may opt to receive documents in paper form by calling us at 920-528-8385 or writing us at P.O. Box 8, Waldo, WI 53093.

**AVAILABILITY/INTERRUPTION**

The Service and System are available through your Equipment or Computer when it has an active connection to the Internet. The Service is subject to transmission limitation or interruption. You acknowledge and agree that we are not responsible for performance delays due to conditions on the Internet or due to the Equipment, your Computer or actions of the Content or Technology Providers. You acknowledge that Waldo State Bank shall not be liable to you if the Service in a given location is not available.

**CONSENT WITHDRAWAL**

At any time, you may withdraw your consent to the electronic delivery of your documents. Please contact Waldo State Bank at 920-528-8385 and ask to change your documents back to paper. Waldo State Bank will not charge a fee to process your withdrawal of consent, but we may take a reasonable amount of time to process your request.

**TERMINATION**

At our discretion and if deemed necessary or appropriate, Waldo State Bank may terminate your consent for electronic delivery of the Documents, and will provide you a notice of termination.

**LIMITATION OF LIABILITY**

In no event shall Waldo State Bank be liable for any damages whatsoever (including, without limitation, direct, indirect, special or consequential damages) arising out of the delivery, performance, or use of the service, whether incurred by you or any third party.