



KIRKWOOD BANK & TRUST
eStatements
Electronic Disclosure and Terms of Use for Business Accounts

This Electronic Disclosure and Terms of Use ("Terms of Use") contains important disclosures and information about how we will deliver disclosures and notices required by applicable law, including periodic statements and notices, change-in-terms notices, our annual privacy notice and all other communications about our eStatement and related services, whether available now or in the future ("Notices"). This is your copy of the Terms of Use; please read it carefully and print or download a copy of it for your records. For purposes of this agreement, "**we**," "**us**," "**our**" and "**Bank**" means Kirkwood Bank & Trust. "**You**", or "**your**" means, as applicable, each owner of an account with us.

Consent to Electronic Notices. By completing the enrollment process for eStatements on our website, you affirmatively consent to receive, and acknowledge that you can access, receive, and retain, all Notices electronically.

You further acknowledge that by accessing the Bank's website at <https://www.kirkwoodbank.com>, your computer satisfies the hardware and software requirements discussed below and you are able to access, receive and retain Notices electronically in the formats used, regardless of whether a Notice is posted on the Bank's website or sent to you by e-mail or other electronic means. The decision to do business electronically is yours.

If you wish to request a paper copy of a Notice, you may request a copy in writing by sending a request to Kirkwood Bank & Trust, PO Box 6089, Bismarck, ND 58506, by telephone at 800.492.4955, or in person at your local branch.

Description of eStatements. Kirkwood Bank & Trust offers eStatements for business checking and savings accounts. eStatements will replace your mailed paper Notices with an electronic PDF version that you can view, save to your computer, or print at your convenience. The account statements delivered electronically will be determined by your choices at the time of enrollment. Any legal disclosures that normally accompany your mailed periodic statements will also be delivered to you electronically. Kirkwood Bank & Trust reserves the right to modify, add, or delete any features of the eStatement service at our sole discretion. Any amendments to these Terms of Use will be effective when they are posted on www.kirkwoodbank.com, or delivered to the e-mail address we have on file for you. You are responsible for periodically checking the website for changes, or reading notifications that we send to you.

Description of eNotices. Kirkwood Bank & Trust offers eNotices for consumer accounts/loans. eNotices will replace your mailed paper Notices with an electronic PDF version that you can view, save to your computer, or print at your convenience. The notices delivered electronically will be determined by your choices at the time of enrollment. Not all notices are available electronically for certain account/loan types. You will only receive eNotices that are currently available electronically. Any legal disclosures that normally accompany your mailed periodic statements will also be delivered to you electronically. Kirkwood Bank & Trust reserves the right to modify, add, or delete any features of the eNotice service at our sole discretion. Any amendments to these Terms of Use will be effective when they are posted on www.kirkwoodbank.com, or delivered to the e-mail address we have on file for you. You are responsible for periodically checking the website for changes, or reading notifications that we send to you.

Enrolling in eStatements. You may enroll in our eStatement service in the Business tab on our website. You may choose which of your account statements you wish to receive electronically. For any account with multiple owners, all account owners will be bound by the decision of the account holder who enrolls in or cancels the service. You will provide us with the e-mail address to receive your eStatements and Notices concerning the eStatement service.

Receiving eStatements. You must be enrolled in Business Online Banking to receive eStatements. We will notify you at an e-mail address you have designated when your eStatements are available in your Business Online Banking. You will need Adobe Acrobat Reader to view, print, and/or save your eStatements. You may go to www.adobe.com to download the Adobe software at no charge. You will be able to view the current month's eStatements and previous eStatements for up to a maximum of 7 years. It is your responsibility to promptly update any change to your e-mail address. You may change your e-mail address by contacting your local branch. Should Kirkwood Bank & Trust reasonably believe that you may not be receiving the e-mail messages we are sending to your e-mail address notifying you of the availability of your eStatements, we may cancel your use of the service and begin sending you paper statements at the mailing address on file at the bank.

Hardware and Software Requirements. In order to use the eStatement service and to access, receive and retain Notices electronically, you must satisfy the hardware and software requirements detailed below. We will give you notice of any change to these hardware and software requirements if the proposed change will adversely affect your ability to access, receive and retain subsequent eStatements from us. The hardware and software requirements are:

- A personal computer or other device which is capable of accessing the Internet;
- Access to the Internet through an Internet or other service provider;
- An Internet web browser that is on the list of supported web browsers;
 - Google Chrome, Mozilla Firefox, Microsoft Edge, Apple Safari 10.0 or greater
- An e-mail account and address;
- Software which permits you to receive and access Portable Document Format or "PDF" files such as Adobe Acrobat Reader (available for downloading at <http://get.adobe.com/reader>); and

- Access to a printer or the ability to download information in order to keep copies of your eStatements for your records.

Security of the Service. Information you provide to Kirkwood Bank & Trust will be stored on secure servers and protected by certain encryption techniques. However, the security of the service also depends upon your efforts to protect your Username and password for the service. You must take all necessary precautions to safeguard your Username and password (including your Business Online Banking information) which allows you to access the service.

Access. By completing the eStatement enrollment process, you hereby acknowledge that you are authorized to act on behalf of the business/organization. If you are not authorized to act on behalf of the business/organization, you must not complete the enrollment process or accept this agreement. Usernames, along with service profiles, are registered to individual users of the business/organization and are not meant to be shared. If you give someone your Username, password, or other login credentials, you are authorizing that person to use the Service and you are responsible for all functions the person performs under your Username. This Service is available seven days a week, twenty-four hours a day, although the service may not be available occasionally due to certain circumstances, including but not limited to emergency or scheduled service maintenance, interruption of data or communication circuits, inclement weather conditions or other emergency circumstances. You agree that we shall not be responsible for any claims, fees, penalties or the like incurred by you related to such inability to access or utilize the Service under such circumstances.

Withdrawal to Consent to eStatements. If you agree to receive eStatements, you can cancel your consent and resume receiving paper notification at any time by sending a written notice to Kirkwood Bank & Trust, PO Box 6089, Bismarck ND 58506, or visiting or calling one of our branches during normal business hours. You will not be charged a fee if you choose to withdraw your consent, and the eStatements service will automatically be terminated. You will automatically begin receiving paper Notices in the mail with your next statement cycle. Termination of these Terms of Use will not affect the legal validity and enforceability of any Notice, electronic or otherwise, before the effective date of termination of these Terms of Use.

Verification of Electronic Access. Your ability to access, receive, and retain Notices electronically will be demonstrated during the enrollment process by opening the PDF version of the eStatements Electronic Disclosure.

YOU UNDERSTAND BY AGREEING TO THE TERMS OF USE, YOU ACKNOWLEDGE THAT;

- You have read and understand the Terms of Use, and have printed or downloaded a copy for your records;*
- You can access, receive, and retain Notices electronically in the formats we use, and affirmatively consent to the receipt of Notices electronically;*
- You have the necessary computer hardware, software, and internet access to send and receive electronic communications from us;*
- You expressly consent to the use of electronic records for the electronic delivery of your statements, Notices, and any disclosures or other communication sent to you;*
- You are authorizing Kirkwood Bank & Trust to replace your periodic paper statements and/or Notices with eStatements;*
- You are consenting on behalf of all other co-owners and/or authorized signers to enroll the accounts you have selected in the service, and that you are authorized to consent on their behalf;*
- You are authorized on behalf of the business/organization to make this request to enroll accounts for the service;*
- Kirkwood Bank & Trust will not be responsible for: any costs associated with updating, modifying, or terminating Customers software or hardware, damages arising from unauthorized access to Service, or Consequential or incidental damages for negligent performances by Bank of its Service.*