



## E-Sign Disclosure and Consent Agreement

We suggest you read this document carefully and print a copy for your reference. You may refer back to it at any time on the Customer Education Page of our website or type in URL [www.americanbankusa.com/education-center](http://www.americanbankusa.com/education-center) to bring you directly to the page. In order to print any Agreements and Disclosures, select File from the menu bar and then select Print. Select OK in the Print Setup box.

### 1. Introduction

The E-Sign Disclosure and Consent Agreement (“**Agreement**”) allows us to provide you with electronic versions of important Communications associated with opening an account at American Bank (“**Bank**”). Certain laws and regulations require us to provide Communications to you in “writing” with your consent. The E-SIGN Act allows us to provide these notices and documents to you electronically through Electronic Delivery (“**eDelivery**”). Please read the information below carefully and thoroughly, and ensure you can access this information electronically to your satisfaction and consent to this Agreement. Please consent to this Agreement by clicking the “I agree” button at the bottom of the document.

### 2. Definitions

- “**Account**” or “**Accounts**” means each account, now or in the future, that you hold with us, are authorized to administer or for which you are an authorized signer, or have been granted access to the account. If there is more than one owner, then these words mean each account owner separately, and all account owners jointly.
- “**Authorized Person**” means with respect to an individual or business account, each person who has interest in or authority to transact business in such account and, with respect to a business, each person listed as an authorized signor on the signature card for such account or otherwise authorized to transact any business with respect to such account.
- “**Bank**,” “**us**,” “**we**,” “**our**,” or “**ours**” means American Bank or affiliate which provides you services and any agent, independent contractor, designee, or assignee that we may, at our sole discretion involve in the provision of the Service.
- “**Communication(s)**” includes, but is not limited to, account statements, messages, and transaction receipts.
- “**Confidential Information**” includes, but is not limited to, Personal Identification Number, Debit Card Number Account Number, Social Security Number, Tax Identification Number, credentials.
- “**Credentials**” includes, but is not limited to, Access ID, Passcode, Security Questions and Answers, Security Token.
- “**Current Version**” means a version that is currently being supported by its publisher.
- “**Digital Only Accounts**” means accounts opened Online.
- “**Electronic**” means electrical, digital, magnetic, wireless, optical or electromagnetic technology, or any other technology that entails similar capabilities.
- “**Electronic Signature**” means an electronic sound, symbol, or process, attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record.
- “**eDelivery**” means electronically delivering Communication(s).
- “**My**,” “**you**” and “**your**” collectively mean customer, authorized person, and entity.
- “**Online Banking**” refers to logging in via our website at [www.americanbankusa.com](http://www.americanbankusa.com)
- “**Online Service**” collectively means American Bank Online Banking, American Bank Mobile Banking, or a mobile application or mobile website used to access Online Banking and any applicable software products and associated documentation we may provide through those websites and mobile applications or mobile websites, or to use the products, services, or functionality offered through those websites and mobile applications.
- “**Provisions**” include, but are not limited to, this Agreement, initial disclosures, notices, terms and conditions, privacy statements, addendums, the Online Service Agreement, and any other document or other information required to be provided to you in “writing” or that we otherwise provide to you, or that you sign or submit or agree at our request, in connection with your relationship with us.

Other definitions may be set forth elsewhere in this Agreement.

### 3. Scope and Consent for Communication and Provisions to be sent Electronically

The E-Sign Act allows the use of electronic records to satisfy statute, regulation, or rule of law requiring that such information be provided in writing, if the consumer has affirmatively consented to such use and has not withdrawn such consent. Therefore, you agree to the use of Electronic Signature. In addition, this Agreement applies to all Communications and Provisions for services provided by the Bank. You agree that for all Communications and Provisions for all Accounts and Services we may use eDelivery and at our discretion, terminate paper delivery of Communications and Provisions to you and use and obtain electronic signatures from you in each scenario unless and until you withdraw your consent to this E-Sign Agreement as described in Section 7 below. These communications should constitute as your “original” when printed from electronic files or records established and maintained in the normal course of business.

You agree to hold harmless American Bank and protect and indemnify Bank from and against any and all claims, losses, liability, damages and/or demands of any kind, direct or indirect, arising out of or in any way connected with the Online Service rendered by American Bank pursuant to or in accordance with any and all electronic communications for which we have attempted to verify your identity.

#### 4. Delivery Preferences

You may select or modify your delivery preferences for certain Communications and Provisions that we may, in our discretion, make available for any of your Accounts or Services except for Accounts or Services offered only via online or mobile platforms. Physical Delivery of Communications and Provisions are not available for Digital Only Accounts and Services.

Modifying your delivery preference does not constitute a withdrawal or modification of your consent to eDelivery. You must follow the instructions in Section 7 below, How to Withdraw your Request.

#### 5. Method of Providing Communications and Provisions to You in Electronic Form

Communications and Provisions will be provided by one or more of the following methods:

1. Access to our website, including our mobile websites that we will designate in an email notice we send to you at the time the information is available;
2. To the extent permissible by law, by access to a website, including our mobile websites, that we generally designate in advance for such purpose;
3. Via our mobile applications;
4. Via e-mail;
5. Via text message; and/or
6. By requesting you to download a PDF file containing the Communication.

#### 6. Hardware and Software Requirements

In order to access, retain, and view Communications and Provisions, you must have the current version of software, operating systems, etc. that meets the below requirements. These requirements include but are not limited to:

- Device (ex: Desktop computer, laptop, smartphone, iPad, tablet, mobile device, etc.) appropriate for connecting to the Internet, downloading our mobile application with the current version of the Operating System such as
- Connectivity to the Internet;
- Electronic Storage Capability to retain Communications;
- Printer (optional); and
- Software that enables you to view in PDF or HTML format.

You must also have an active email address. We reserve the right to discontinue support of certain operating systems, software etc. due to security issues or other issues in which it is not suitable for use.

**Mobile Banking Supported Devices: The following table lists Application Approved device types and OS versions.**

Mode	OS	Device
Apple	IOS 12.4.8+	iPhone 6s and above
Android	Android 9+	Various Devices

#### Online Banking User Interface Supported Browsers

##### For Online Banking

Operating System/Device	Microsoft Internet Explorer®	Microsoft Edge®	Safari®	Google Chrome™	Mozilla® Firefox®
Windows 7	11.0	N/A	N/A	68	61
Windows 8	11.0	N/A	N/A	68	61
Windows 10	11.0	40	N/A	68	61
Mac OS X 10.3.5 High Sierra	N/A	N/A	11	68	61
iOS 11 (iPad Pro®)	N/A	N/A	11.4	N/A	N/A
iOS 11 (iPhone 7 and above)	N/A	N/A	11.4	68	N/A
Android 8.0 Oreo (Samsung Galaxy S9+, and Google Pixel 2)	N/A	N/A	N/A	68	N/A

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##### For Web Administration

Operating System	Microsoft Internet Explorer®	Microsoft Edge®
Windows 7	11.0	N/A
Windows 8	11.0	N/A
Windows 10	11.0	40

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#### NOTE

It is recommended that you always use the latest versions of the supported browsers. Beta versions of browsers and operating systems are not recommended or supported.

## 7. How to Withdraw Your Consent

You can withdraw your consent to receive electronic Communications at no cost to you. Withdrawing your consent can be done:

- Through Online Banking, [www.americanbankusa.com](http://www.americanbankusa.com);
- In person at any branch location;
- Contacting Deposit Operations at 985-801-4025;
- Writing us at:  
American Bank  
Attn: Operations Department  
1819 N. Columbia Street  
Covington, LA 70433

Your withdrawal of consent is effective after you have communicated your withdrawal to American Bank and have had a reasonable period of time to act upon your withdrawal. Such withdrawal of consent will only apply to those Communications and Provisions that are required by law or regulation to be provided to you in paper form. We may continue to deliver to you in electronic format all other Communications and Provisions. Your consent shall remain in force until withdrawn in the manner provided in this section. Also, your withdrawal consent applies to any other person named on your account, product, or service subject to applicable law. At our option, we may treat your provision of an invalid email address, or the subsequent malfunction of a previously valid email address, as a withdrawal of your consent to receive electronic Communications and Provisions.

## 8. How to Update Your Information

It is your responsibility to provide the Bank with accurate and complete information such as: address, mobile phone numbers, e-mail address, and other information related to this Agreement and your account(s). You must maintain and immediately update changes in this information. Information that can be updated through Online Banking is your address, phone numbers, e-mail address. You may also contact your Account Officer at 985-898-0206.

## 9. Requesting Paper Copies

Paper copies will not be generated unless the Bank deems it appropriate to do so. We recommend that you print or download a copy of this Agreement and all other communications for your permanent records.

You may also visit our website at [www.americanbankusa.com/education-center](http://www.americanbankusa.com/education-center) to obtain a copy of Communication and Provisions. For Statement copies, you can request through Online Banking Secure Messaging or contact your Account Officer at 985-898-0206. Additional charges may apply for paper copies.

## 10. Termination/ Changes

We reserve the right, in our sole discretion, to discontinue the provision of eDelivery, or to terminate or change the terms and conditions under which we provide eDelivery.

## 11. Acceptance and Consent

By consenting to this Disclosure and Consent Agreement, you agree to the following statements:

I have read, understand, and agree to be bound by the terms and conditions described above and consent to receive electronic communications according to the process described above. I understand and agree that:

1. I will review my electronic account statements timely which may contain important information on inserts or disclosures concerning my Account(s) and Services;
2. Certain documents may continue to be delivered via U.S. Mail and are not included in Paperless Statements and that in future some or all of these documents may be made available for me to view electronically in accordance with this Agreement;
3. My acceptance and consent to view documents electronically does not automatically expire and is not limited to a time frame;
4. American Bank and/or their agents may revoke my paperless statements at any time at our discretion;
5. American Bank nor their agents will not be liable for any loss, liability, cost, expense, or claim for acting upon this authorization or arising from my use of the product or services provided pursuant to this Agreement;
6. I will never send any confidential information through e-mail; and
7. I agree to keep an active e-mail address and my contact information current with American Bank.