Electronic Statements and Electronic Tax Documents: Customer Consent and Terms and Conditions

A. Introduction

This Electronic Statements and Electronic Tax Documents Terms and Conditions and Consent ("Terms and Conditions"), applies to your consent and election to receive electronic communications from us for certain legal and regulatory disclosures and communications, and are not otherwise governed by the terms and conditions of an electronic disclosure and consent for another bank service. Please note that consenting to receive communications under this Terms and Conditions will not automatically enroll you in Electronic Statements or Electronic Tax Documents; you must complete the Electronic Statements or Electronic Tax Documents online enrollment on our website.

B. Definitions

The words "we," "us," and "our" refer to Mutual of Omaha Bank with whom you have your Account, and the words "you" and "your" mean you, the individual(s) or entity identified on the Account(s), including others you permit to use Electronic Statements. As used in this Terms and Conditions, "Account" means the account you have with us. "Communication" means any monthly account statements, tax statements or documents, other regulatory disclosures, notices, transaction history, and all other information related to the product, service or Account, including but not limited to information that we are required by law to provide to you in writing, delivered to you pursuant to the Electronic Statements service.

C. Consent

You consent to be bound by the following Terms and Conditions and acknowledge receipt and understanding of these Terms and Conditions as a requirement of use of the Electronic Statements and Electronic Tax Documents service. You may incur costs, including but not limited to online time and other charges from my internet service provider, in accessing and/or viewing such document(s).

D. Terms and Conditions

1. You agree that we may provide you with any Communications in electronic format, and that we may discontinue sending paper Communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic communications and transactions includes, but is not limited to:

   Monthly (or other periodic) account statements for your Account(s) or such other Communications we may include from time to time as part of the enrollment in the Electronic Statements service. Tax statements and documents are available for four years (three years plus current year), in which you are enrolled in Electronic Statements or Electronic Tax Documents. Other regulatory disclosures or notices that we are required to provide to you as a matter of law.

   Your consent to receive electronic communications does not automatically enroll you in Electronic Statements or Electronic Tax Documents. You must complete the online enrollment to stop receiving paper account statements or tax documents by U.S. mail.

2. All Communications that we provide to you in electronic form will be provided either (1) via e-mail, (2) by access to a web site that we will designate in an e-mail notice we send to you at the time the information is available, (3) to the extent permissible by law, by access to a web site that we will generally designate in advance for such purpose, or (4) by requesting you download a PDF file containing the Communication.

3. You may withdraw your consent to receive Communications in electronic form by contacting the online support team at (866) 351-5646 or via email at bank.customerservice@mutualofomahabank.com, or by changing your delivery preferences within the online enrollment service. 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. We will not impose any fee to process the withdrawal of your consent to receive Electronic Statements or Electronic Tax documents. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal.

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4. It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to the Electronic Statements or Electronic Tax documents service and your Account(s), and to maintain and update promptly any changes in this information. You can update information (such as your e-mail address) through the Electronic Statements or Electronic Tax documents online enrollment service or by contacting us at (866) 351-5646 or via email at bank.customerservice@mutualofomahabank.com.

5. In order to access, view, and retain electronic Communications that we make available to you, you must have an Internet browser, sufficient electronic storage capacity on your computer's hard drive or other data storage unit, an e-mail account with an Internet service provider and e-mail software in order to participate in our Electronic Statements or Electronic Tax documents service, a personal computer with an operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing Communications received from us in electronic form via a plain text-formatted e-mail or by access to our web site using one of the browsers specified above, and software that enables you to view files in the Portable Document Format ("PDF"). We do not make any representation or warranty of the sufficiency of your computer systems and hardware or software related to the use of the Electronic Statements service.

6. We will not send you a paper copy of any Communication, unless you request it or you terminate your enrollment in Electronic Statements or Electronic Tax documents and revert to paper statements. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. We may charge you a reasonable service charge, of which we have provided you prior notice, for the delivery of paper copies of any Communication provided to you electronically pursuant to this authorization. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.

7. All Communications in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of these Terms and Conditions and any other Communication that is important to you. This includes monthly account statements which can no longer be accessed electronically online once the account is closed.

8. You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

9. We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

10. If you, as part of a household, have consented to electronic notification, such documents will be available online only and will no longer be included within the envelope you currently receive through U.S. Mail containing any other household documents.

11. Combined Statements. If you have elected to receive a combined statement by consenting to electronic notification herein, you are consenting to view your combined statement through the Internet at the Internet address (URL) provided by you. You will no longer receive paper copies of your combined account statements by U.S. mail.

12. E-mail Address of Record for Accounts with Joint and/or Multiple Owners. You are able to provide an e-mail address for each account owner at the time of new account set up or during maintenance on the account. Only one account owner's authorization is required to enroll in or initiate electronic notification. For purposes of electronic notification, you will need to designate one of the existing e-mail addresses associated with a joint or multiple owner account as the "e-mail address of record." The e-mail address of record will be the only e-mail address that electronic notification will be sent to when documents are available for viewing. The e-mail address of record must be the e-mail address of an account owner who has authority to make transactions and act on behalf of the account. For example, you may not designate the e-mail address of a minor, incompetent or deceased individual as the e-mail address of record.
13. Account Closure. If your account is closed, you will no longer have access to your Electronic Statements or Electronic Tax Documents. Therefore, prior to account closure, you should print or download all your account records, including your monthly account statements. You may request a paper copy, but we may charge you a reasonable service charge, of which we have provided you prior notice, for delivery of the paper copies.

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