Nicolet National Bank

Online Service E-SIGN Disclosure

This Online Service E-SIGN Disclosure and Consent ("**Disclosure**"), applies to all Communication for those products, services and Accounts now, or in the future offered or accessible through the Online Service that are not otherwise governed by the terms and conditions of an electronic disclosure and consent.

The words "**we**," "**us**," and "**our**" refer to Nicolet National Bank, and/or an affiliate with whom you have an account, and the words "**you**" and "**your**" mean you, the individual(s) or entity identified on the Account(s). As used in this Disclosure, "**Account**" means the accounts, products or services you have with us now, or in the future. "**Communication**" means any customer agreements or amendments thereto, monthly billing or account statements, tax statements, disclosures, notices, transaction histories, privacy policies and all other information related to the Account, including but not limited to information we are required by law to provide to you in writing. "**Online Service**" means the online banking services offered by Nicolet National Bank.

1. **Scope of Communication to be Provided in Electronic Form.** You consent for us to provide you with Communication in electronic format, and to discontinue sending paper Communication to you, unless you withdraw your consent as described below. Your consent to receive electronic Communication includes, but is not limited to:

- All legal and regulatory disclosures and Communication associated with your Account(s).
- Notices or disclosures about changes in the terms of your Account(s).
- Privacy policies and notices.
- Monthly (or other periodic) billing or account statements for your Account(s) or such other Communication we may include from time to time.

2. **Method of Providing Communication to you in Electronic Form.** All Communication that we provide to you in electronic form will be provided in the most suitable and secure manner, to be determined by us, and will be either (1) via e-mail -- any confidential information sent through email will be sent using a secure email system, which will require you to establish a password to access the document, (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. **How to Withdraw Consent.** You have the right to have all of the documents described in this Disclosure provided to you on paper. You may withdraw your consent to receive Communication in electronic form by contacting us at **1-800-369-0226.** Any invalid email address or the malfunction of a previously valid email address will be deemed a withdrawal of your consent to receive electronic Communication. We will not impose any fee to process the withdrawal of your consent to receive electronic Communication. However, depending on your account type, your account may be charged a monthly service fee for paper statements whether the withdrawal of consent was voluntary or deemed necessary. Any withdrawal of your consent to receive electronic Communication will be effective only after we have a reasonable period of time to process your withdrawal.

4. **How to Update Your Records.** It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to this Disclosure 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 Online Service or by contacting us at **1-800-369-0226**.

5. **Hardware and Software Requirements.** In order to access, view, and retain electronic Communication that we make available to you, you must have:

- an up-to-date internet browser that supports 128 bit encryption;

- an active e-mail account with an internet service provider and e-mail software in order to participate in our electronic Communication programs;

- a personal computer (for PC's: Pentium 120 MHz or higher; for Macintosh, Power Mac 9500, Power PC 604 processor 120-MHz Base or higher), operating system and telecommunications connections to the internet capable of receiving, accessing, displaying, and a printer (for printed copies) or a working hard drive or other storage devise (to store electronic copies);
- software that enables you to view files in the Portable Document Format ("PDF").

These requirements are subject to change. If they change, you will be provided with an updated version of this agreement and asked to provide us with your consent in a manner that reasonably demonstrates your ability to receive notices and disclosures under the new requirements.

6. **Requesting Paper Copies.** We will not send you a paper copy of any Communication unless you request it or we otherwise deem it necessary to do so. 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. To request a paper copy, contact us by telephone or email (through the online banking website). We may charge you a reasonable service charge for the delivery of paper copies of any Communication provided to you electronically pursuant to this Disclosure. 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. **Communication in Writing.** All Communication in either electronic or paper format from us to you will be considered "in writing." We recommend that you print or download and retain a copy of this Disclosure and any other Communication that is important to you.

8. **Federal/State Laws.** You acknowledge and agree that your consent to electronic Communication is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce ("E-SIGN") Act and/or Uniform Electronic Transactions Act as adopted by applicable state laws. That you and we both intend that the Acts apply to the fullest extent possible to validate our ability to conduct business with you by electronicmeans.

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

10. **Portable Document Format ("PDF")**. To view account statements and other electronic Communication you need to be able to view documents in PDF format.