

*An Introduction to  
American National Bank*

# **Bank Notes**

**Personal Accounts**



***AMERICAN  
NATIONAL BANK***



# Welcome!

*We are pleased to welcome you to the American National Bank family and look forward to providing you with the highest level of personal service.*

*We will do everything we can to make the conversion as smooth as possible. We will handle all of the paperwork necessary for you to make a smooth transition to American National Bank. Your accounts will change to the American National Bank account(s) which most closely match your Liberty Bank account(s). This Bank Notes booklet provides you with detailed information about our accounts, and the information you need to know. Please take a few minutes to familiarize yourself with this information. If upon reviewing the account offerings, you think you would like a different account, simply let us know and we will change it for you.*

*We hope you will enjoy the convenience of our full line of personal and business banking products and our broad network of branch locations. You will continue to be greeted by the same friendly and knowledgeable bank staff that you have come to know and trust in Council Bluffs.*

*American National Bank is one of the largest, locally-owned and operated banks in the area, and has deep roots in Council Bluffs, where it has operated under the name of Peoples National Bank for many years. Again, welcome and if we can be of service to you in any way, please let us know.*



**AMERICAN  
NATIONAL BANK**

**[www.anbank.com](http://www.anbank.com)**



Member  
FDIC

# Truth In Savings

## The following is the full disclosure on all deposit accounts:

The monthly service fees will vary with the options selected for each service and the minimum balanced maintained.

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## SMART CHECKING

No monthly service fee and no minimum balance requirement. \$100 minimum deposit to open account. Available on personal accounts only. Limit one Smart Checking account per customer.

### Monthly Qualification Requirements:

Make 12 Visa Check Card Transactions

One Direct Deposit or one ACH Debit or one Online Bill Payment

Enroll and Receive eStatements

Access Online Banking

### If qualifications are met:

Account earns interest at the following rates:

\$.01 - \$15,000.00 3.53% Annual Percentage Yield (APY)

\$15,000.01 + .45% APY

ATM Fees are refunded (up to \$5.00 per transaction including American National Bank foreign ATM fee of \$2.00).

### If qualifications are not met:

Account is still a free account

Entire account balance earns .10% APY

ATM fees are not refunded

Annual Percentage Yield (APY) accurate as of 11/23/2011. Rate tiers are as follows: 3.53% applies to balances of \$.01 - \$15,000.00 and .45% paid on balances of \$15,000.01 or more as long as qualifications are met each statement cycle. Blended APY of .45% assumes a \$10,000,000 balance.

Qualifying transactions must post and clear the account during the monthly qualification cycle. Transactions may take one or more business days from the transaction date to post to the account. If you do not meet the qualifications during the monthly qualification cycle, both accounts will earn 0.10% APY and you will not receive ATM refunds for that time period.

Rates are subject to change. Fees may reduce earnings. Available on personal accounts only. Limit one account per customer. Online banking sign-on qualification valid only through personal online banking. PIN based transactions do not count toward qualifying Visa Check Card transactions.

ATM fee refunds up to \$5 per transaction, refund includes Bank waived foreign ATM fee of \$2, plus an additional refund up to \$3 for ATM surcharges applied by other institutions.

**For Smart Checking plus Smart Saver, please see Smart Saver disclosure.**

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## **SMART TUNES CHECKING**

No monthly service fee and no minimum balance requirement.

### **Monthly Qualification Requirements:**

- Access Online Banking
- Make 12 Visa Check Card Transactions
- Enroll and Receive eStatements

### **If qualifications are met:**

Up to \$5.00 in iTunes download credits per monthly statement cycle

ATM Fees are refunded (up to \$5.00 per transaction including American National Bank foreign ATM fee of \$2.00)

### **If qualifications are not met:**

- No iTunes download credits available
- ATM Fees are not refunded

No minimum balance required; however, you must deposit a minimum of \$100 to open the account. Earn iTunes® download refunds up to \$10.00 with initial account opening regardless of qualifications. Earn up to \$5 in iTunes download refunds each cycle the minimum qualifications are met. Downloads must be purchased with your Visa Check Card associated with your Smart Tunes account. Qualifying transactions must post and clear the account during the monthly qualification cycle. Transactions may take one or more business days from the transaction date to post to the account. If you do not meet the qualifications per cycle, your account will still function as a free checking account; however, it will not receive ATM refunds or iTunes credits for that time period.

Available on personal accounts only. Limit one account per customer. ATM fee refunds up to \$5 per transaction are provided only if qualifications are met during the monthly qualification cycle. Refund includes Bank waived foreign ATM fee of \$2, plus an additional refund up to \$3 for ATM surcharges applied by other institutions. iTunes is a registered trademark of Apple, Inc. Apple Inc. is not a participant in or sponsor of this program.

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## **DIRECT CHECKING**

No monthly service fee with Direct Deposit and Check Safekeeping

Without Direct Deposit, the monthly fee will be \$5.00

With Check Image, the fee will be an additional \$3.00 per month.

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## RELATIONSHIP CHECKING

<i>Minimum Balance</i>	<i>Check SafeKeeping Option Monthly Maintenance Fee</i>	<i>Check Imaging Option Monthly Maintenance Fee</i>
\$0.00 - \$750.00	\$6.00	\$9.00
\$750.01 +	No charge	No charge

**Minimum Balance to obtain the APY disclosed** – A positive daily available balance of \$750.00 must be maintained to obtain the APY.

**Relationship Banking** – Maintain \$10,000.00 or more in Checking, Savings or outstanding loan balance and the Relationship Checking account will be free.

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## ADVANTAGE PLUS CHECKING

Monthly Membership Fee = \$10.00

No minimum daily balance requirement

Ask about our numerous club benefits.

**Minimum Balance to obtain the APY disclosed** – A positive daily available balance needs to be maintained to obtain the disclosed APY.

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## STAR CHECKING

The monthly service fee will vary with your minimum balance:

\$0.00 - \$9,999.99 = \$15.00

\$10,000.00 + = No charge

**Minimum Balance to obtain the APY disclosed** – A positive daily available balance of \$5,000.00 needs to be maintained to obtain the disclosed APY.

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## AMERICAN CLASSIC CHECKING

No monthly service fee for customers at least 55 years of age.

The monthly service fee will vary:

With Check SafeKeeping = No charge

With Check Imaging (copies of checks) = \$3.00

**Minimum Balance to obtain the APY disclosed** – A minimum daily balance of \$1,000.00 needs to be maintained to obtain the disclosed APY.

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## STUDENT CHECKING

No maintenance fee for students less than 22 years old

5 Free Foreign ATM withdrawals per month, additional withdrawals based on fee schedule.

Check Safekeeping (no check copies) required.

The account converts to Direct Checking once the age of 22 is reached.

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## SAVINGS I

The monthly service fee will vary with the minimum daily balance:

\$0.00 - \$100.00 = \$2.00

\$100.01 + = No charge

A fee of \$2.00 will be charged for each withdrawal exceeding six per month.

**Minimum balance to obtain the APY disclosed** – A minimum daily balance of \$100.00 needs to be maintained to obtain the disclosed APY.

**Transaction limitations for Savings I accounts** – Transfers from a savings account to another account or to third parties by preauthorized, automatic, internet or telephone transfer are limited to six per month with no transfer by check, draft, debit card or similar order to third parties.

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## SAVINGS II

The monthly service fee will vary with the minimum daily balance:

\$0.00 - \$200.00 = \$2.00

\$200.01 + = No charge

Unlimited withdrawals are allowed on this account. See the Miscellaneous Fee Schedule for fees related to Foreign ATM usage.

**Minimum balance to obtain the APY disclosed** – A minimum daily balance of \$200.00 needs to be maintained to obtain the disclosed APY.

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## STUDENT SAVINGS

The monthly service fee will vary with the minimum daily balance:

\$0.00 - \$50.00 = \$2.00

\$50.01 + = No charge

A fee of \$2.00 will be charged for each withdrawal exceeding six per month. See the Miscellaneous Fee Schedule for fees related to Foreign ATM usage. Must be 21 or under to qualify for this account.

**Minimum balance to obtain the APY disclosed** – A minimum daily balance of \$50.00 must be maintained to obtain the disclosed percentage yield.

**Transaction limitations for Student Savings accounts** – Transfers from a savings account to another account, or to third parties by preauthorized, automatic, internet or telephone transfer are limited to six per month with no transfers by check, draft, debit card or similar order to third parties.

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## HEALTH SAVINGS ACCOUNTS

The monthly service fee will vary with the minimum daily balance:

\$0.00 - \$1,000.00 = \$1.50

\$1,000.01 + = No charge

A fee of \$50 will be charged for each withdrawal exceeding five per month.

**Minimum balance to obtain the APY disclosed** – A minimum daily balance of \$.01 must be maintained to obtain the disclosed APY.

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## LONG TERM CARE SAVINGS ACCOUNT

The monthly service fee will vary with the minimum daily balance:

\$0.00 - \$1,000.00 = \$1.50

\$1,000.01 + = No charge

A fee of \$.50 will be charged for each withdrawal exceeding five per month.

**Minimum balance to obtain the APY disclosed** – A minimum daily balance of \$.01 must be maintained to obtain the disclosed APY.

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## CONSUMER MONEY MARKET

The monthly service fee will vary with the minimum daily balance:

\$0.00 - \$2,500.00 = \$8.00

\$2,500.01 + = No Charge

A fee of \$15.50 will be charged for each withdrawal exceeding six per month.

**Minimum balance to obtain the APY disclosed** – A minimum daily balance of \$2,500.00 must be maintained to obtain the disclosed APY.

**Transaction limitations for Money Market accounts** – Transfers from a money market account or to third parties by preauthorized, automatic, internet or telephone transfer are limited to six per month with no more than three by check, draft, internet or similar order to third parties. The number of deposited items may be restricted if they exceed 50 items per month.

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## SMART SAVER

To fulfill the requirements on the Smart Checking account linked to the Smart Saver account (See the Smart Checking section of this disclosure for the specific qualifications for the Smart Checking account)

**If qualifications are met:**

Savings account earns interest at the rate of .65% APY

## If qualifications are not met:

Savings account earns interest at the rate of .10% APY

Interest paid and ATM refunds made to the linked Smart Checking accounts are transferred to the Smart Saver account one business day after posting to the Smart Checking account and earn the effective APY of the Smart Saver account.

If the Smart Checking account is closed, then the Smart Saver account will be converted to a Savings II account.

Annual Percentage Yield (APY) accurate as of 11/23/2011. Minimum deposit to open account is \$100. Rate tiers are as follows: Smart Checking - 3.53% applies to balances of \$.01 - \$15,000 and .45% paid on balances of \$15,000.01 and above as long as qualifications are met each statement cycle. Blended APY of .45% assumes a \$10,000,000 balance. Smart Saver will earn .65%. APYs are based on a compounding period of one year. Smart Checking Plus Smart Saver customers have elected (by product definition) to transfer interest earned on Smart Checking to Smart Saver each month, thereby eliminating the compounding factor.

Qualifying transactions must post and clear the account during the monthly qualification cycle. Transactions may take one or more business days from the transaction date to post to the account. If you do not meet the qualifications during the monthly qualification cycle, both accounts will earn 0.10% APY and you will not receive ATM refunds for that time period.

Rates are subject to change. Fees may reduce earnings. Available on personal accounts only. Limit one account per customer. Online banking sign-on qualification valid only through personal online banking. PIN based transactions do not count toward qualifying Visa Check Card transactions.

ATM fee refunds up to \$5 per transaction on Smart Checking. Refund includes Bank waived foreign ATM fee of \$2, plus an additional refund up to \$3 for ATM surcharges applied by other institutions.

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## Common Features of all American National Bank Accounts:

**Minimum balance to open accounts** – A \$100.00 deposit must be made to open an account. With the exception of Student Savings, which has a \$50.00 minimum opening deposit.

**Fees** – Please refer to the Miscellaneous Fee Schedule for any fees that may be assessed against accounts.

**Dormant Account Fees** – Accounts are considered dormant if correspondence is sent by American National Corporation (The Bank) and returned by the United States Postal Service as undeliverable and there have been no customer transactions for 12 months (checking) and 24 months (savings). A \$15.00 fee will be assessed each month the account remains dormant. A dormancy transfer fee of \$25.00 will be assessed after five years prior to remitting any remaining balance to the state.

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## Common Features of Checking and Savings Accounts:

**Minimum daily balance computation method** – The Bank uses the minimum daily balance method to determine the maintenance fees on accounts. The listed maintenance fees will be imposed monthly if the minimum daily balance falls below the listed minimum balance, unless otherwise stated in this disclosure.

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## Common Features of Interest Bearing Accounts:

**Rate information** – The interest rate and APY may change at any time.

**Determination of rate** – At the discretion of the Bank, the interest rate may change on accounts at any time. To view the current rates, please refer to the most recent rate sheet for applicable rates on accounts.

**Compounding and crediting frequency** – Interest will be compounded and credited to the account every month.

**Effect of closing an account** – If the account is closed before interest is credited; the accrued interest will not be paid.

**Daily available balance computation method** – The Bank uses the daily available balance method to calculate the interest on accounts. This method applies a daily periodic rate to the available balance in the account each day.

**Accrual of interest on noncash deposits** – Interest begins to accrue no later than the business day. The Bank receives credit for the deposit of a noncash item (for example: checks).

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## Additional Services

### Visa Debit Check Card/ATM Card

For your convenience, you may order a free Visa Check Card for your checking account. It gives you all the benefits of a credit card with the convenience of a check. Use at any American National Bank ATM, or at any merchant who accepts Visa cards. Savings Accounts are issued an ATM card for use at the bank or at any Automated Teller Machine.

### Online Banking and Bill Pay

Find out more about our products and services at our website at [www.anbank.com](http://www.anbank.com). Access financial tools to help you in your financial planning. Set up your Online Banking account to manage your accounts, check balances, review cleared checks, print images and more. Use Online Bill Pay to transfer funds, or pay bills 24/7. Save time and money. It's fast, easy and free.

### BankLink

Automated 24-hour telephone customer service. Complete and current account information on your checking, savings, CDs or loans. Use it for investment and loan calculations, to find locations and more.

Call 1-800-725-5465, Omaha 402-457-5465, or Council Bluffs 712-325-6129.

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# Terms and Conditions of Your Account Agreement

This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules, which control your account(s) with us. Please read this carefully. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws and the laws of the state of Nebraska (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- 1) Summarize some laws that apply to common transactions;
- 2) Establish rules to cover transactions or events which the law does not regulate;
- 3) Establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- 4) Give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document.

As used in this document the words “we,” “our,” and “us” means the financial institution and the words “you” and “your” mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular. “Party” means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent.

**LIABILITY** – You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to

defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. You will also be liable for our costs to collect the deficit as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account including, but not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account.

**DEPOSITS** – We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn “on us”). Actual credit for deposit of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our “daily cutoff time” on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open.

**WITHDRAWALS** – Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to endorse any items payable to you or your order for deposit to this account or any other transaction with us. You agree that, as to any item that we have no opportunity to examine the signatures, such as an electronic check conversion transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation, you waive any requirement of multiple signatures for withdrawal. We may charge your account for a check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us, by any method we do not specifically permit, which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. Even if we honor a nonconforming request, we may treat continued abuse of the stated limitations (if any) as your act of closing the account. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. The fact that we may honor withdrawal requests that overdraw the available account balance does not obligate us to do so later. You agree that we may charge fees for overdrafts and use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees. If we are presented with an item drawn against your account that would be a “substitute check,” as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item. See the Funds Availability Policy disclosure for information about when you can withdraw funds you deposit. For those accounts for which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal.

We may require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than

a time deposit, or from any other savings account as defined in Regulation D. Withdrawals from time accounts prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

### **OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION**

– These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds. **Single-Party Account** – Such an account is owned by one party. **Multiple-Party Account** – Parties own account in proportion to net contributions unless there is a clear and convincing evidence of a different intent.

**RIGHTS TO DEATH – Single-Party Account** – At the death of a party, ownership passes as part of the party's estate.

**Multiple-Party Account with Right of Survivorship** – At death of party, ownership passes to surviving parties. If two or more parties survive and one is the surviving spouse of the deceased party, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the spouse of the decedent, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares, and augments the proportion to which each surviving party, immediately before the deceased party's death, was beneficially entitled under law, and the right of survivorship continues between the surviving parties.

**Multiple-Party Account Without Right of Survivorship** – At death of party, deceased party's ownership passes as part of deceased party's estate.

**Single-Party Account with Pay-on-death Designation** – At death of the party, ownership passes to the designate pay-on-death beneficiaries and is not part of the party's estate. **Multiple-Party Account with Right of Survivorship and Pay-on-Death Designation**

– At death of last surviving party, ownership passes to the designated pay-on-death beneficiaries and is not part of the last surviving party's estate.

### **BUSINESS, ORGANIZATIONS AND ASSOCIATION**

**ACCOUNTS** – Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

**STOP PAYMENTS** – You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. To be effective, your stop-payment order must precisely identify the number, date and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

Our stop-payment cutoff time is one hour after the opening on the next banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

**TELEPHONE TRANSFERS** – A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of “preauthorized transfer” during the month). Other account transfer restrictions may be described elsewhere.

**AMENDMENTS AND TERMINATION** – We may change any term of this agreement. Rules governing changes in interest rates are provided separately. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Notice from us to any one of you is notice to all of you.

**STATEMENTS – Your Duty to Report Unauthorized Signatures, Alterations and Forgeries** – You must examine your statement of account with “reasonable promptness.” If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other times with unauthorized signatures or alterations by the same wrongdoer.

You agree that the item you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**YOUR DUTY TO REPORT OTHER ERRORS** – In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error – such as an encoding error. You agree that the time you have to examine your statement and report to us will depend on the circumstance. However, such time period shall not exceed 60 days. Failure to examine your statement and report any such errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any such errors on time identified in that statements and as between you and us the loss will be entirely yours.

## **ERRORS RELATING TO ELECTRONIC FUNDS**

**TRANSFERS OR SUBSTITUTE CHECK** – (for consumer accounts only) – For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

**ACCOUNT TRANSFER** – This account may not be transferred or assigned without our prior written consent.

**DIRECT DEPOSITS** – If, in connection with a direct deposit plan, we deposit any amount in an account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

**TEMPORARY ACCOUNT AGREEMENT** – If this option is selected, this is a temporary account agreement. Each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

**SETOFF** – We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt you owe us now or in the future, by any of you having the right of withdrawal, to the extent of such person's or legal entity's right to withdrawal. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: a) it is an Individual Retirement Account or similar tax-deferred account, or b) the debt is created by a consumer credit transaction under the credit card plan (but this does not affect our rights under any consensual security interest), or c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

**AGENCY (Power of Attorney) DESIGNATION (Single-Party Accounts only)** – A single individual is the owner. The agent is merely designated to conduct transactions on the owner's behalf. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

**RESTRICTIVE LEGENDS** – We are not required to honor any restrictive legend on checks you write unless we have agreed in writing to the restriction. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000.00."

**CHECK PROCESSING** – We may process items mechanically by relying on the information encoded along the bottom of the items. This means that we may not individually examine all of your items to determine if the item is properly completed, signed and indorsed. You agree that we have not failed to exercise ordinary care solely because we use an automated system to process items and do not inspect all items processed in such a manner. We reserve the right not to inspect each item because using an automated process helps us keep costs down for you and all account holders. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need to only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

**CHECK CASHING** – We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

**TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES** – If you truncate an original check and created a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation (relating to) the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

**REMOTELY CREATED CHECKS** – Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line. For example, if a person provides an account number in response to a telephone solicitation, the telephone solicitor can use the account number to issue a remotely created check to withdraw money from that account.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: 1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; 2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and 3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

**UNLAWFUL INTERNET GAMBLING NOTICE** – Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks or drafts are knowingly accepted by gambling businesses in connection with the participation by other in unlawful internet gambling.

**ACH AND WIRE TRANSFERS** – This agreement is subject to Article 4A of the Uniform Commercial Code – Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403 (a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account that the party originating such payment will not be considered to have paid the amount so credited. If we receive a payment order to credit an account you have with us by a wire or ACH, we are not required to give you any notice of the payment order or credit.

**FACSIMILE SIGNATURES** – You authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contained the required number of signatures for this purpose.

**INTERNATIONAL ACH TRANSACTIONS (IAT)** – We may, as need for us to research and comply with Office of Foreign Asset Control laws, suspend and/or delay settlement of International ACH truncations to your account.

# Consumer Miscellaneous Fee Schedule

Amortization Schedule . . . . .	\$11.00
Bond Coupon/Collection (per envelope) . . . . .	\$22.00
Cashiers/Official Check (customers) . . . . .	\$5.50
Charge off Fee . . . . .	\$30.00
Check Cash (non customer) (Approval required - \$5.00 minimum) . . . . .	\$1.00 per \$100
Check Copy (Research charge applies after 6 months) . . . . .	\$3.50 per copy
Collection Items . . . . .	\$25.00
Counter Checks . . . . .	\$1.50
Daily Overdraft Fee (each day after the 5th day of continuous Overdraft balance) . . . . .	\$6.00
Debit Card Receipt Copy . . . . .	\$5.50
Debit/ATM Card Replacement . . . . .	\$15.00
Debit Card Rush Order . . . . .	\$75.00
Dormant Account Fee . . . . .	\$5.00
Early Account Closure (within first 30 days) . . . . .	\$35.00
Excessive Withdrawal Fee . . . . .	
Money Market . . . . .	\$15.50
Savings . . . . .	\$2.00
Fax - \$5.00 first page, \$2.00 each additional . . . . .	
Foreign ATM Fee Transactions and Inquiries . . \$2.00 each	
Foreign Currency Conversion . . . . .	\$30.00
Garnishment or Levy . . . . .	\$75.00
Insufficient Funds Check, ATM Withdrawal, Debit Card Purchase, Paid or Returned . . . . .	\$33.00
International Assessment Fee (Visa, PLUS, and Interlink)	
Single-currency . . . . .	0.80% of transaction
Multi-currency . . . . .	1.00% of transaction
Loose Coin Processing - Customers . . . . .	5%
Non-Customers . . . . .	10%
MICR Reject Fee . . . . .	\$2.00 per item
Money Orders - Customers . . . . .	\$4.00
Notary -Non - Customer . . . . .	\$5.00
Online Bill Payment (Internet) . . . . .	FREE
Overdraft Transfer Fee (\$100 transfer increments) . . . . .	\$5.00 each
Over the Counter Cash Disbursement (POS) . . . . .	
Visa Check Card or ATM card . . . . .	\$2.00 each
Photocopy . . . . .	\$1.50 per page
Research Copies . . . . .	\$1.00 per page
Research/Statement Reconciliation (1 hour minimum) . . . . .	\$27.50 per hour
Returned Mail/Bad Address On File . . . . .	\$5.00 per month
Return of Deposit Items . . . . .	\$7.00
Return of Deposit Items - Special Instructions . . . . .	\$15.00 per month
Return of Deposit Items - Foreign . . . . .	\$25.00 per month

Safe Deposit Box Fee (fee varies by size and location)	
Safe Deposit Box Late Fee . . . . .	\$15.00
Special Statement (Commercial). . . . .	\$10.00
Special Statement Cut Off . . . . .	\$10.00
Statement Copy . . . . .	\$3.50
Statement Copy - Online Printout . . . . .	\$1.50
Statement with Imaged Checks Returned	\$3.00 per month
Stop Payments . . . . .	\$33.00
Telephone Transfer . . . . .	\$2.50
Travelers Checks. . . . .	Not Available
Use of Uncollected Funds . . . . .	Prime plus 4%
Wire Transfers – Customer Only	
Incoming – Domestic . . . . .	\$12.00
Outgoing – Domestic . . . . .	\$15.00
Incoming – International . . . . .	\$12.00
Outgoing – International . . . . .	\$40.00

Sales tax may apply to these fees if on an Iowa address.

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## Safe Deposit Box Pricing

Sizes vary at branch locations. Fees charged annually.

2 x 5 . . . . .	\$15
3 x 5 . . . . .	\$15
3 x 10 . . . . .	\$40
4 x 4 . . . . .	\$15
4 x 5 . . . . .	\$20
5 x 5 . . . . .	\$30
5 x 5 short . . . . .	\$25
5 x 9 . . . . .	\$50
5 x 10 . . . . .	\$50
7 x 10 . . . . .	\$75
10 x 10 . . . . .	\$100
11 x 10 . . . . .	\$100

## Funds Availability

Our policy is to make funds from your check deposits available to you on the first business day after the day we receive your deposit. During the delay, you may not withdraw the funds in cash but we will use the funds to pay checks that you have written. We will make the funds you deposit that are represented by cash, and wire transfer, and electronic deposits available to you for withdrawal for any purpose on the business day we receive your deposit.

Because our bank must clear checks which you deposit at our bank, we experience a delay in payment and incur various potential liabilities associated with this delay. Therefore, we will delay making some types of funds you deposit by check available to you to withdraw as cash, or to purchase cashier's checks, money orders, traveler's checks, initiate wire transfers, effect funds transfers to another account or make loan payments or investments. During the delay, you may not withdraw the funds that are subject to delayed availability for the purpose of completing the types of transactions described.

## **Determining the Availability of a Deposit**

The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays and federal holidays. If you make a deposit on a business day we are open, we will consider that day to be the day of your deposit. However, if you make a deposit on a day that is not a business day, we will consider that the deposit was made on the next business day we are open.

If you do not make your deposit in person to one of our employees (for example, if you mail your deposit), we will consider the deposit was made on the business day it is received by us.

The length of the delay in making funds you deposit available for you to use to withdraw cash, purchase cashier's checks, money orders, traveler's checks, initiate wire transfers, effect funds transfers to another account or make investments varies depending on the type of item you deposit as explained below.

### **Next Day Availability**

Funds from the following deposits are available on the first business day after the day of your deposit:

- U.S. Treasury checks that are payable to you.
- Checks drawn on American National Bank

If you make the deposit in person to one of our employees, funds from the following deposits are also available on the first business day after the day of your deposit.

- Postal money orders that are payable to you.
- State and local government checks that are payable to you if you use a special deposit slip available from our tellers' stations
- Cashier's, certified, and teller's checks that are payable to you if you use a special deposit slip available from our tellers' station
- Federal Reserve Bank checks and Federal Home Loan bank checks, if these items are payable to you and if you use a special deposit slip available from our tellers stations.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

If we cash a check for you that is drawn on another bank, we may withhold the availability of the corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

## **Longer Delays May Apply**

If we are not going to make all funds from your deposit available at the times shown above, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to a bank employee, or if we decide to take this action after you have left the premises, or if the facts upon which a determination to invoke one of the exceptions listed below become known to the bank after the time of deposit, we will mail you the notice by the first business day following the day other facts become known to the bank, or the deposit is made, whichever is later. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Funds you deposit by checks may be delayed for the payments of checks you have written and cash or other withdrawal for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the most recent six months.
- There is an emergency, such as the failure of communications or computer equipment or other conditions beyond our control.

We will notify you if we delay your ability to withdraw funds for any of these reasons and also advise you as to when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

## **Special Rules for New Accounts**

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers and the first \$5,000 of a day's total deposits of cashier's, certified, tellers', traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the next business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the next business day after the day of your deposit.

Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

## **Accrual of Interest on Noncash Deposits**

Interest on noncash item deposits (for example, checks) begins to accrue based on the Federal Reserve schedule for our area. Interest on cash item deposits (for example, ACH credits, Cash, Wire Transfers) begins to accrue the business day of deposit. Accrual of interest may or may not match the availability of funds for withdrawal.

# Electronic Fund Transfers

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## Your Rights and Responsibilities

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

### **Electronic Funds Transfers Initiated By Third Parties.**

You may authorize a third party to initiate electronic funds transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearinghouse (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. In some cases, your authorization can occur when the merchant posts a sign informing you of their policy. In all cases, the transaction will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information (whether over the phone, the internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic funds transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings accounts
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking or savings account(s).
- **Electronic Check Conversion.** You may provide your check to a merchant or service provider who will scan the check for the encoded bank and account information. The merchant or service provider will then use this information to convert the transaction into an electronic funds transfer. This may occur at the point of purchase, or when you provide your check by other means such as by mail or drop box.
- **Electronic Returned Charge.** Some merchants or service providers will initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

**BankLink Telephone Transfers (types of transfers)** – You may access your account by telephone at 402-457-LINK or 1-800-725-LINK using your personal identification number, a touch tone phone and your account number(s) to:

- Transfer funds from checking to checking, from checking to savings, saving to checking, savings to savings
- Make payments from checking and/or savings accounts to loan accounts with us
- Get information about: the account balance of checking or savings accounts, deposits posted to checking or

savings accounts since the last statement cutoff, the last five withdrawals from checking or savings accounts

**ATM Transfers/Types of Transfers.** You may access your accounts by ATM using your ATM or VISA Debit Check Card and personal identification number to: make deposits to checking and savings accounts, get cash withdrawals from checking and savings accounts, transfer funds from savings to checking or checking to savings accounts and get information about the balance in your checking or savings accounts. Some of these services may not be available at all terminals. For checking accounts, you may withdraw no more than \$200.00 per day using your ATM card. For checking accounts, you may withdraw no more than \$500.00 per day using your Visa Debit Check Card. For savings accounts, you may withdraw no more than \$200.00 per day using your ATM card. And for savings accounts, you may withdraw no more than \$500.00 per day using your Visa Debit Check Card. These amounts may vary based upon the type of checking or savings account you have established at the bank.

**Types of VISA Debit Check Card Transactions.** You may access your checking account to purchase goods (in person or by phone), pay for services (in person or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept. You may not exceed \$1500.00 in transaction amounts per day and/or eight transactions per day.

**Currency Conversion.** When you use your card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date, plus 1%. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date. This 1% adjustment is made for all international transactions regardless of whether there is a currency conversion associated with the transaction.

**Advisory Against Illegal Use.** You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

**Online Banking Computer Transfers (types of transfers and charges).** You may access your account(s) by computer at [www.anbank.com](http://www.anbank.com) and use your personal identification number and your logon identification to: transfer funds between checking and savings accounts, transfer funds from line of credit to checking or savings, make payments from checking or savings to loan accounts with us, make payments from checking to third parties with Bill Pay (refer to our separate fee schedule of fees associated with Bill Pay), get information about checking, savings and loan account balances and see previous account statements (history begins to build from date of sign-up).

**Confidentiality.** We will disclose information to third parties about your account or the transfers you make: 1) where it is

necessary for completing transfers; or 2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or 3) in order to comply with government agency or court orders; or 4) as explained in the separate Privacy Disclosure.

**Fees.** We do not charge for direct deposits to any type of account. Please refer to our separate fee schedule for additional information about charges.

**ATM Operator/Network Fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer).

**Documentation.** Terminal Transfers – You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals. Preauthorized Credits – If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 1-800-279-0007 or 402-457-1077 (for local area) to find out whether or not the deposit has been made. Periodic Statements – You will get a monthly account statement from us for your checking accounts. You will get a quarterly statement on your savings accounts; however, if you have transfers in a particular month then you will receive a statement for that month.

**Preauthorized Payments.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Call or write us at: American National Bank, Customer Service, 201 Bennett Avenue, Council Bluffs, Iowa 51503; 1-800-279-0007 or 402-457-1077 (for local area) in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. Please refer to our separate fee schedule for the amount we will charge you for each stop payment order you give. You may not stop payment on any transaction initiated by your Visa check card. Notice of varying amounts – If these regular payments vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be (You may choose instead to get this notice only when the payment would differ by more than a certain amount for the previous payment, or when the amount would fall outside certain limits that you set.) Liability for failure to stop payment of preauthorized transfer – If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**Financial Institution's Liability.** Liability for failure to make transfers – If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer
2. If you have an overdraft line and the transfer would go over the credit limit
3. If the automated teller machine where you are making the transfer does not have enough cash

4. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer
5. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken
6. There may be other exceptions stated in our agreement with you

#### Unauthorized Transfers.

##### a) Consumer liability

Generally tell us AT ONCE if you believe your card and/or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days, you can lose no more than \$50 if someone used your card and/or PIN without your permission. (If you believe your card and/or PIN has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your card and/or PIN without your permission.)

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or PIN, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows a transfer that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

#### Liability for Unauthorized VISA Check Card Transactions.

Tell us AT ONCE if you believe your VISA Check Card has been lost or stolen or of any unauthorized transactions. Your liability for unauthorized use of your VISA Check Card when it is used for a VISA signature based, not PIN based transaction, will not exceed Zero Dollars (\$0.00) liability. We may require you to provide a written statement regarding claims of unauthorized VISA Check Card transactions and/or sign an Affidavit of Fraudulent Use.

These provisions limit your liability and do not apply to VISA Commercial Cards, VISA PLUS ATM transactions or PIN-based purchases; and only apply to cards issued in the United States. With respect to unauthorized transactions, these limits may be exceeded to the extent allowed under applicable law (see Unauthorized Transfers paragraph above) only if determined that you were grossly negligent or fraudulent in the handling of your account or point-of-sale debit card. To notify us of lost or stolen cards or unauthorized transactions, call or write us at American National Bank, Customer Service, 201 Bennett Avenue, Council Bluffs, Iowa 51503 1-800-279-0007 or 402-457-1077 (for local area). This will help prevent

unauthorized access to your account and minimize any inconvenience. VISA is a registered trademark of VISA International.

b) Contact in event of unauthorized transfer

If you believe your card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at American National Bank, Customer Service, 201 Bennett Avenue, Council Bluffs, Iowa 51503 1-800-279-0007 or 402-457-1077 (for local area).

**Error Resolution Notice.** In case of errors or questions about your electronic transfers, call or write us at American National Bank, Customer Service, 201 Bennett Avenue, Council Bluffs, Iowa 51503 1-800-279-0007 or 402-457-1077 (for local area), as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- 1) Tell us your name and account number (if any)
- 2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information
- 3) Tell us the dollar amount of the suspected error

If you tell us orally, we may require that you send us your complaint or questions in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days for VISA Check Card point-of-sale transactions and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for VISA Check Card point-of-sale transactions and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or questions in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

American National Bank Business Days:

Monday through Friday excluding Federal Holidays.

# Substitute Checks and Your Rights

## What is a Substitute Check?

To make check processing faster, federal law permits banks to replace original checks with “substitute checks.” These checks are similar in size to original checks with a reduced image of the front and back of the original check. The front of a substitute check state: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

## What Are My Rights Regarding Substitute Checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

## How Do I Make a Claim for a Refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us by visiting or calling your local branch or by contacting our Customer Service Department at 402-457-1077 or 800-279-0007. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include—

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check [and/or] the following information to help us identify the substitute check: (identifying information, for example the check number, the name of the person to whom you wrote the check, the amount of the check).

## ACH and Wire Transfers: UCC 4A notification

This agreement is subject to Article 4A of the Uniform Commercial Code (UCC4A). Fund transfers as adopted in the state in which you have your account with us. If you originate a fund transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, amongst other things, which payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we received a credit to an account you have with us by wire or ACH, we are not required to provide you any notice of the payment order or credit.

### **FUNDS TRANSFERS:**

The terms used in this section have the meaning given to them in Article 4A of the Uniform Commercial Code – Funds Transfers (UCC 4A). This section will generally not apply to you if you are a consumer. However, even if you are a consumer, this section will apply to that part of any funds transfer that is conducted by Fedwire. This section is subject to UCC4A as adopted in the state in which you have your deposit with us. This agreement is also subject to all clearing house association rules, rules of the Board of Governors of the Federal Reserve System and their operating circulars. If any part of this agreement is determined to be unenforceable, the rest of the agreement remains effective. This agreement controls funds transfers unless supplemented or amended in a separate written agreement signed by us.

**Funds Transfer** – A funds transfer is the transaction or series of transactions that begin with the originator's payment order, made for the purpose of making payment to the beneficiary of the order. A funds transfer is completed by the acceptance by the beneficiary's bank of a payment order for the benefit of the beneficiary of the originator's order. Generally, a funds

transfer does not include any transaction if any part of the transfer is covered by the Electronic Fund Transfer Act of 1978, as amended from time to time. You may give us a payment order orally, electronically, or in writing, but your order cannot state any condition to payment of the beneficiary other than the time payment

**Authorized Account** – An authorized account is a deposit account you have with us that you have designated as a source of payment of payment orders you issue to us. If you have not designated an authorized account, any account you have with us is an authorized account to the extent that payment of the payment order is not inconsistent with the use of the account.

**Acceptance of Your Payment Order** – We are not obligated to accept any payment order that you give us, although we normally will accept your payment order if you have a withdrawable credit in an authorized account sufficient to cover the order. If we do not execute your payment order, but give you notice of our rejection of your payment order after the execution date or give you no notice, we are not liable to pay you as restitution any interest on a withdrawable credit in a non-interest-bearing account.

**Cutoff Time** – If we do not receive your payment order or communication canceling or amending a payment order before our cutoff time on a funds transfer day or that type of order or communication, the order or communication will be deemed to be received at the opening of our next funds transfer business day.

**Payment of Your Order** – If we accept a payment order you give us, we may receive payment by automatically deducting from any authorized account the amount of the payment order plus the amount of any expenses and charges for our services in execution of your payment order. We are entitled to payments on the payment or execution date. Unless your payment order specifies otherwise, the payment or execution date is the funds transfer date we receive the payment order. The funds transfer is completed upon acceptance by the beneficiary's bank. Your obligation to pay your payment order is excused if the funds transfer is not completed, but you are still responsible to pay us any expenses and charges for our services. However, if you told us to route the funds transfer through an intermediate bank, and we are unable to obtain a refund because the intermediate bank that you designated has suspended payments, then you are still obligated to pay us for the payment order. You will not be entitled to interest on any refund you receive because the beneficiary's bank does not accept the payment order.

**Security Procedure** – As described more fully in a separate writing, the authenticity of a payment order or communication canceling or amending a payment order issued in your name as sender may be verified by a security procedure. You affirm that you have no circumstances which are relevant to the determination of a commercially reasonable security procedure unless those circumstances are expressly contained in a separate writing signed by us. You may choose from one or more security procedures that we have developed or you may develop your own security procedure if it is acceptable to us. If you refuse a commercially reasonable security procedure that we have offered you, you agree that you will be bound by any payment order issued in your name, whether or not authorized, that we accept in good faith and in compliance with the security procedure you have chosen.

**Duty to Report Unauthorized or Erroneous Payment** – You must exercise ordinary care to determine that all payment orders or amendments to payment orders that we accept that are issued in your name are authorized, enforceable, in the correct amount, to the correct beneficiary and not otherwise erroneous. If you discover (or with reasonable care should have discovered) an unauthorized, unenforceable, or erroneously executed payment order or amendment, you must exercise ordinary care to notify us of the relevant facts. The time you have to notify us will depend on the circumstances, but that time will not in any circumstance exceed 14 days from when you are notified of our acceptance or execution of the payment order or amendment or that your account was debited with respect to the order or amendment. You will not be entitled to interest on any refundable amount. If we can prove that you failed to perform either of these duties with respect to an erroneous payment and that we incurred a loss as a result of the failure, you are liable to us for the amount of the loss not exceeding the amount of your order.

**Identifying Number** – If your payment order identifies an intermediate bank, beneficiary bank, or beneficiary by name and number, we and every receiving or beneficiary bank may rely upon the identifying number rather than the name to make payment, even if the number identifies any intermediate bank of person different than the bank of beneficiary identified by name. Neither we nor any receiving or beneficiary bank have any responsibility to determine whether the name and identifying number refer to the same bank or person.

**Notice of Credit** – If we receive a payment order to credit an account you have with us, we are not required to provide you with any notice of the payment order or the credit.

**Provisional Credit** – You agree that if we do not receive payment of an amount credited to your account, we are entitled to a refund from you in the amount credited and the party originating such payment will not be considered to have paid the amount so credited.

**Amendment of Funds Transfer Agreement** – From time to time we may amend any term of this agreement by giving you reasonable notice in writing. We may give notice to anyone who is authorized to send payment orders to us in your name, or to anyone who is authorized to accept service.

**Cancellation or Amendment of Payment Order** – You may cancel or amend a payment order you give us only if we receive the communication of cancellation or amendment before our cutoff time and in time to have a reasonable opportunity to act on it before we accept the payment order. The communication of cancellation or amendment must be presented in conformity with the same security procedure that has been agreed to for payment orders.

**Intermediaries** – We are not liable for the actions of any intermediary, regardless of whether or not we selected the intermediary. We are not responsible for acts of God, outside agencies, or non-salaried agents of the bank.

**Limit on Liability** – You waive any claim you may have against us for consequential or special damages, including loss of profit arising out of a payment order or funds transfer, unless this waiver is prohibited by law. We are not responsible for attorney fees you might incur due to erroneous execution of payment order.

**Erroneous Execution** – If we receive an order to pay you, and we erroneously pay you more than the amount

of the payment order, we are entitled to recover from you the amount in excess of the amount of the payment order, regardless of whether you may have some claim to the excess amount against the originator of the order.

**Objection to Payment** – If we give you a notice that reasonably identifies a payment order issued in your name as sender that we have accepted and received payment for, you cannot claim that we are not entitled to retain the payment unless you notify us of your objection to the payment within 90 days of our notice to you.

## The Bank's Right to Change your Account to Another Bank Product

The bank may convert your account to another type of deposit account offered by the bank at any time. The bank may change your account to a business account if the bank determines the account is used for business purposes, OR the account has a business name.

### **SUBACCOUNT ORGANIZATION**

We have organized your interest earning account in a non-traditional way. Your account consists of two subaccounts. One of these is an interest-earning checking subaccount, and you will transact business on this subaccount. The other is a non-transaction subaccount. You cannot directly access the non-transaction subaccount, but you agree that we may automatically, without a specific request from you, initiate individual transfers of funds between subaccounts from time to time at no cost to you. We will make these automatic transfers so that your ability to use your funds through your interest-earning checking account will be no different than for traditional interest-earning checking accounts. You will not see any difference between the way your account operates and the way a traditionally organized interest-earning account operates, but this organization makes us more efficient and helps to keep costs down.

## Overdraft Privilege Disclosure

It is the practice of American National Bank (hereafter referred to as “the Bank”, “we” or “us”) to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards.

The Disclosures provided to you at the time you opened your account with us controls the duties, obligations and rights of the Depositor, the Authorized Signatories and the Bank with regard to your checking account. The New Account Disclosures (and all amendments thereto) and its terms shall control any possible conflict, if any, between any provision of this Overdraft Privilege Disclosure and the New Account Disclosure. A copy of the New Account Disclosures is available to you upon request from your personal banker.

## Overdraft Privilege Conditions

Overdraft Privilege is a courtesy; **it is not a line of credit**. If you inadvertently overdraw your account, we will have the discretion to pay the overdraft, subject to the limit of your Overdraft Privilege and the amount of the overdraft fee. The Bank is not obligated to pay any item presented for payment if your account does not contain sufficient available funds. Any payment by us of an overdraft item does not obligate us to pay any other overdraft or item, or to provide prior notice of our decision to refuse to pay such item.

Pursuant to the Bank's commitment to always provide you with the best level of service, now and in the future, if your consumer account (primarily used for personal and household purposes) has been open for at least sixty (60) days and thereafter you maintain your account in good standing, which includes at least:

- A) Bringing your account balance to a positive balance within every thirty (30) day period for a minimum period of 24 hours;
- B) Not being in default on any loan or other obligation to the Bank; and
- C) Not being subject to any legal or administrative order or levy,

We will have the discretion to pay overdrafts within the overdraft privilege limits. But payment by the Bank is a courtesy and not a right of the customer or an obligation. This privilege amount for consumer checking accounts will vary based on account qualifications, but will not exceed a maximum of \$700. Of course, any and all fees and charges, including without limitation the insufficient funds fees (as set forth in our Miscellaneous Fee Schedule and Truth in Savings Disclosure), will be included as part of this maximum amount. It may be possible however that your account will become overdrawn in excess of the Overdraft Privilege amount as a result of the assessment of a fee.

The total of the Overdraft Privilege balance, including any and all fees and charges, and insufficient funds (NSF), is due and payable upon demand; Depositor and each Authorized Signatory will continue to be liable, jointly and severally, for all such amounts, as described in the Terms and Conditions Agreement (given at account opening), with a maximum repayment period of 30 days. Our standard NSF fee\* of \$33 per item will be imposed for overdrafts created by checks, ACH, Point-of-Sale, ATM withdrawals, in-person withdrawals, or by other electronic means.

## Order of Paying Checks and Other Items

American National is pleased to be your financial partner. To ensure that the partnership runs smoothly, we like to make sure you are aware of how some of the processes work when it comes to your account.

### Posting Order of Items

One such process is the order in which we pay items you direct to be deducted from your demand deposit (checking) or money market account.

**Transactions are not processed in the order in which they occurred or are received.** Our policy is to pay specific types of transactions first, and then proceed to the next type of transaction. As disclosed in the Terms and Conditions

given to you upon account opening, we may process items presented against your account in any order we select, without notice to you.

There are two parts to the processing of transactions; that is, the type of transaction and the sequencing of payments within each type of transaction. Our current order for processing types of transactions, unless otherwise required or prohibited by law or systematic limitations, is as follows:

	<i>Type of Transaction</i>	<i>Posting Order of Items within this this Type of Transaction</i>
First:	External Wires	Low Dollar to High Dollar
Second:	Officer approved and Cashed Checks	High Dollar to Low Dollar
Third:	Foreign ATM Withdrawals	High Dollar to Low Dollar
Fourth:	ACH Debits	High Dollar to Low Dollar
Fifth:	On Us ATM Withdrawals	High Dollar to Low Dollar
Sixth:	Telephone Transfers	High Dollar to Low Dollar
Seventh:	POS Transactions (POS)	High Dollar to Low Dollar
Eighth:	Physical Checks presented via Fed or other	High Dollar to Low Dollar
Ninth:	Auto Internal Loan Payments and sweeps	Low Dollar to High Dollar

All items presented within a **type of transaction** described above [except external wires and auto internal loan payments and sweeps, items "First" and "Ninth" above, which are paid in order of lowest dollar amount to highest] will be paid in order from the highest to the lowest dollar amounts. This means that **the largest dollar item will be paid first**, then the next largest dollar item, and so on.

The order in which transactions are processed is important. If there is not enough money in your account to pay all of the items that are presented to the Bank, it will impact the total amount of fees (NSF or overdraft) that you incur. Our payment policy will cause your largest, and perhaps more important, items within a type of transaction to be paid first (such as your rent or mortgage payment), but will increase the number of overdraft or NSF fees you have to pay if funds are not available to pay all of the items. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, either (1) pay the item creating an overdraft, or (2) return the item (NSF), both of these options will result in fees to you. (If you have elected Overdraft Privilege for POS and ATM items, these will be paid in accordance with the Overdraft Privilege agreement, and will result in a fee(s). If you have not elected Overdraft Privilege for POS and ATM items, and there are insufficient funds in your account, the transaction will be declined at the point of sale.) The amounts of the overdraft and NSF fees are disclosed in the Fee Schedule.

You may always verify your account online, which reflects the actual processing order. Since your bank statements do not track your account balance based on the above processing order, we encourage you to keep careful records, and practice good account management keeping the above processing order in mind to avoid authorizing deductions without sufficient funds and incurring the resulting fees. We are pleased to work with you to assure your understanding of these procedures and its impact upon fees.

# Privacy Policy Notice

## FACTS **WHAT DOES AMERICAN NATIONAL BANK DO WITH YOUR PERSONAL INFORMATION?**

**Why?** Financial Companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.

**What?** The types of personal information we collect and share depends on the product or service you have with us. This information can include:

- Social Security Number
- Credit History
- Credit Card
- Payment History
- Credit Score
- Other debt

When you are no longer our customer, we continue to share your information as described in this notice.

**How?** All financial companies need to share customer's personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers personal information; the reasons American National Bank chooses to share; and whether you can limit this sharing.

<i>Reasons we can share your personal information</i>	<i>Does American National share?</i>	<i>Can you limit this sharing?</i>
<b>For our everyday business purposes</b> – Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.	<b>Yes</b>	<b>No</b>
<b>For our marketing purposes</b> – To offer our products and services to you	<b>No</b>	<b>We don't share</b>
<b>For Joint marketing with other financial companies</b>	<b>No</b>	<b>We don't share</b>
<b>For our affiliates' everyday business purposes</b> – Information about your transactions and experiences	<b>Yes</b>	<b>Yes</b>
<b>For our affiliates' everyday business purposes</b> – Information about your creditworthiness	<b>Yes</b>	<b>Yes</b>
<b>For nonaffiliates to market to you</b>	<b>No</b>	<b>We don't share</b>

**Who we are:  
Who is providing  
this notice?**

American National Bank

**What we do: How  
does American  
National Bank  
protect my personal  
information?**

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

We restrict access to non-public information about you to those employees who require that information to provide products and services to you.

**How does American  
National Bank  
collect my personal  
information?**

We collect your personal information, for example, when you

- Open an account
- Pay your bills
- Apply for a loan
- Provide account information
- Give us your contact information

**Why can't I limit  
all sharing?**

Federal law gives you the right to limit only

- Sharing for affiliates' everyday business purposes – information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

## **Definitions**

### **Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies

- Our affiliates include ANBFinancial, LLC.

### **Nonaffiliates**

Companies not related by common ownership or control. They can be financial and non-financial companies.

- American National Bank and Peoples National Bank does not share with non-affiliates

### **Joint marketing**

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- American National Bank and Peoples National Bank does not jointly market

### **To limit our sharing**

Call 1-800-279-0007  
or go to [www.anbank.com](http://www.anbank.com).

Please note: If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice.

However, you can contact us anytime to limit our sharing.

### **Questions?**

Call 800-279-0007  
or go to [www.anbank.com](http://www.anbank.com).

# Convenient Locations

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## Iowa

Carter Lake	1204 Locust	712-347-6070
Council Bluffs	1600 West Broadway	712-329-4256
Council Bluffs	201 Bennett	712-328-1333
Council Bluffs	333 West Broadway	712-388-5000
Crescent	515 Old Lincoln Highway	712-545-3900
Missouri Valley	306 West Erie	712-642-2781

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## Nebraska

Bellevue	805 Galvin Road South	402-291-7500
Elk Creek	363 Main Street	402-877-2735
Elkhorn	20412 Veterans Drive	402-289-5765
Fairbury	600 5th Street	402-729-2257
Falls City	1818 Harlan Street	402-245-2421
Gretna	20635 Hwy. 370	402-332-3377
Humboldt	707 4th Street	402-862-2311
LaVista	8004 South 84th Street	402-827-5232
Lincoln	3801 VerMaas Place	402-420-1818
Nebraska City	920 Central Avenue	402-873-3338
Omaha	8990 West Dodge Road	402-399-5000
Omaha	9009 Maple	402-399-5222
Omaha	7921 Dodge Street	402-392-4900
Omaha	3147 Ames Avenue	402-451-5100
Omaha	3022 Willit	402-451-5366
Omaha	17445 Arbor Street	402-758-1320
Omaha	13944 "S" Plaza	402-896-0700
Omaha	1412 Harney Street	402-457-1070
Omaha	520 S. Saddle Creek Rd.	402-556-1890
Papillion	1413 South Washington	402-339-3935
Plattsmouth	602 Avenue A	402-296-2105
Ralston	8155 L Street	402-827-4447
Tecumseh	310 Broadway	402-335-3341

**Over 75 ATM locations throughout the region, please go to [www.anbank.com](http://www.anbank.com) for a complete listing.**

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## Customer Service

**800-279-0007**  
**Omaha, 402-457-1077**  
**Council Bluffs, 712-328-2449**  
**Lincoln, 402-420-1818**  
**[www.anbank.com](http://www.anbank.com)**









***AMERICAN  
NATIONAL BANK***

**[www.anbank.com](http://www.anbank.com)**

12/11

Member  
FDIC

