

First National Bank Alaska
ImageCache Statement Delivery
Terms & Conditions

First National Bank Alaska (hereinafter "Bank") and Customer hereby agree as follows:

1. Bank must receive a completed Enrollment Form ten (10) days prior to the statement cycle date for Bank to produce a CD-ROM(s) for that cycle.
2. Customer agrees that the software embedded in the CD-ROM(s) to enable the Customer to view the images contained on the CD-ROM(s) is valuable, confidential, and proprietary property, and is the subject of a copyright. Customer agrees not to transfer, distribute, copy, reverse, compile, modify or alter the software. Customer will use the software strictly in accordance with the instructions and procedures provided.
3. Customer shall be solely responsible for acquiring, maintaining and operating any electronic equipment (e.g., computers, printers, etc.) necessary to enable Customer to make use of the CD-ROM(s). Customer shall be solely responsible for installation, and all expense of installation, of the software contained on the CD-ROM(s). Bank's representatives will be available during Bank's ordinary business hours on weekdays that Bank is generally open for business to answer Customer's questions about installation of the software. Nevertheless, Bank does not promise, warrant, or otherwise assure that Customer will be able to install the software in such manner as to enable Customer to successfully use the CD-ROM(s); and, Bank will not be liable in any way whatsoever for any loss, damage, or inconvenience suffered by Customer, or any third party dealing with Customer, arising from Customer's inability to install the software or make use of the CD-ROM(s).
4. The term of this Agreement commences the date supplied by Customer on the Enrollment Form, and, if not terminated in accordance with paragraph 5 below, ends on the date specified in a written notice of termination sent by either party to the other at least 10 days prior to the next statement cycle date.
5. This Agreement will terminate immediately upon (i) Bank's election in the event of Customer's default in performance or failure to satisfy any obligation Customer owes to Bank; or, (ii) termination of the agreement authorizing Bank to distribute the software to Customer. Any termination of this agreement shall not affect any of Customer's obligations arising out of transactions occurring prior to such termination.
6. NO WARRANTIES WITH RESPECT TO THE CD-ROM(S) AND THE SOFTWARE ARE MADE BY BANK NOR DOES BANK WARRANT THAT THE CD-ROM(S) OR THE SOFTWARE WILL MEET SPECIFIC REQUIREMENTS OF CUSTOMER. BANK MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE CD-ROM(S) OR SOFTWARE. BANK DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ASSUMES THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE CD-ROM(S) AND SOFTWARE.
 - (A) BANK'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE CD-ROM(S) AND SOFTWARE FURNISHED BY BANK TO CUSTOMER HEREUNDER IS LIMITED TO THE REPLACEMENT OF ANY CD-ROM(S) RETURNED TO BANK BY CUSTOMER FOR MAINTENANCE OR REPLACEMENT, IF IT IS DEFECTIVE.
 - (B) IN NO EVENT SHALL BANK BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST SAVINGS ARISING OUT OF OR RELATED TO CUSTOMER'S USE OF THE CD-ROM(S) OR SOFTWARE; SERVICES FURNISHED BY BANK HEREUNDER; OR THE INABILITY OF CUSTOMER TO MAKE USE OF THE SAME, OR FOR ANY CLAIM BY ANOTHER PARTY, EVEN IF BANK HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.
 - (C) IN NO EVENT SHALL BANK BE LIABLE TO CUSTOMER IN ANY WAY WHATSOEVER FOR ANY CLAIMS, NOTWITHSTANDING THE FORM OF SUCH CLAIMS (e.g. contract, negligence or otherwise) ARISING OR RESULTING FROM OR RELATED TO ANY DELAY OF BANK OR INTERRUPTION IN THE PERFORMANCE OF BANK'S DUTIES AND OBLIGATIONS UNDER THIS AGREEMENT.

(D) CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR PROTECTING AGAINST UNAUTHORIZED USE OF THE CD-ROM(S) AND SOFTWARE THROUGH USE OF PHYSICAL SECURITY, PASSWORDS AND OTHER SECURITY MEASURES ADOPTED BY CUSTOMER.

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Terms & Conditions, continued

7. The account identified on Customer's Enrollment Form is the subject of a separate agreement between Bank and Customer. Nothing herein contained abrogates, vitiates, or supplants any term or provision of any such agreement, or any rule or regulation of Bank that pertains to such agreement. Under this agreement, Customer is only contracting for the opportunity to obtain a statement and item images by an alternate authorized means.
8. Bank shall be entitled to rely on any notice believed by it in good faith to be genuine and to have been signed by Customer's authorized representative, and any such communication shall be deemed to have been signed by such person. Except as otherwise expressly provided herein, any notice or other communication required or permitted to be given under this agreement shall be written and delivered, or sent by United States first class mail, postage prepaid, or by express carrier, to Customer addressed as indicated on the Enrollment Form or if to Bank, addressed to: First National Bank Alaska, Bank Operations Support Department, P.O. Box 100720, Anchorage, AK 99510-0720, unless another address is substituted by written notice delivered or sent as provided herein. Except as otherwise expressly provided herein, any such notice shall be deemed given when sent or received by Bank.
9. (a) Neither the exercise by a party of, nor a failure or delay in exercising, any right or remedy available under this agreement shall constitute a waiver of such, or any other, right or remedy or of any default by the other party. Only waivers in writing and signed by the party to be charged shall be effective. No waiver by a party of any right or remedy available under this agreement shall constitute a waiver of any other default or a like default on a future occasion.
- (b) No provision hereof shall create rights in favor of, or be enforceable by or for the benefit of, anyone except Bank or Customer.
- (c) This agreement shall be construed and enforced in accordance with the laws of the State of Alaska, and shall inure to the benefit of, and the obligations created hereby shall be binding upon, the successors, assigns, and legal representatives of the parties.
- (d) This agreement, together with the other writings hereinabove specified, and the written rules and regulations of Bank respecting deposit accounts are, and are intended by the parties to be, a complete and exclusive statement of the entire agreement of the parties on the subject(s) hereof and supersedes any prior agreement(s) between Bank and Customer with respect to such subject matter. If any portion(s) of any of them is found to be unenforceable, all remaining portions shall remain in full force and effect.
- (e) To be effective, any assignment by Customer of any interest in or rights arising under any part of this agreement must be approved by Bank in writing.
- (f) Without limiting the generality of the foregoing provisions, Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions, other acts of any third party or other circumstances beyond Bank's control.
- (g) If providing any service to Customer hereunder violates, or in Bank's opinion is likely to violate, any applicable law or government regulation, or should Bank receive instructions from a governmental authority having authority over the business of Bank instructing Bank to cease providing any or all of the services, then Bank may, upon oral notice to Customer, immediately cease providing the affected service(s) to Customer.
- (h) The individuals executing this agreement on behalf of Bank and Customer do each hereby represent and warrant that they are duly authorized by all necessary action to execute this agreement on behalf of their respective principal.

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Enrollment Form

I elect to receive my statements and images by CD-ROM and understand Bank will NOT send my statement in paper format as I have previously elected. The first CD-ROM statement will be mailed to the current address on file with the Bank for the account. I understand I will be charged a statement fee as indicated below for the statement option selected. This charge shall replace the statement service charge and image statement fee I am currently paying. Bank may change the fee for providing this service upon 30 days prior written notice to Customer to the current address on file for the account.

Customer Information

Note: This is an editable form. Please click on the fields below to complete them.

Account Name: _____ Account Number: _____

Contact Name: _____ Phone Number: _____

Personal Account

Set-up Fee (one time only)	\$15.00		
Debits (standard statement)	\$10.00	Debits & Credits (includes images of deposited items)	\$12.50
Each Additional Copy	\$7.50		
Number of Copies: _____	(not including first CD)		

Mail Copy(s) to the current account address

Mail additional copies to a different address(es) as indicated on the back of this form

OR

Mail Copy(s) to the following address:

To: _____

Street: _____

City, State, Zip: _____

Business Account

Set-up Fee (one time only)	\$15.00		
Debits (standard statement)	\$25.00	Debits & Credits (includes images of deposited items)	\$37.50
Each Additional Copy	\$7.50		
Number of Copies: _____	(not including first CD)		

Mail Copy(s) to the current account address

Mail additional copies to a different address(es) as indicated on the back of this form

OR

Mail Copy(s) to the following address:

To: _____

Street: _____

City, State, Zip: _____

I have received and agree to be bound by the ImageCache Terms & Conditions provided by Bank to me, as may be amended by Bank from time to time.

By: _____

Name: _____

Date: _____

Bank Use Only

Signature Verified: _____

Date: _____

Binder: Yes No