



FIRST NATIONAL BANK OF MILACA

Milaca Office
320-983-3101

Isle Office
320-676-3154

Gilman Office
320-387-2233

www.fnbmilaca.com



Customer Name: (print full name)		Telephone #: (best contact)	
		Member ID #: (bank provided)	

Please choose one from the following three options available to you:

	Option 1 (Identity Mgmt. Service)	Option 2 (Credit Monitoring)	Option 3 (Credit Monitoring)
Coverage:	Individual	Individual	Individual
Services:	ID Theft Counseling ID Theft Restoration	ID Theft Counseling ID Theft Restoration	ID Theft Counseling ID Theft Restoration
Monitoring:	Self-Monitoring	TransUnion Credit Bureau	TransUnion Credit Bureau Experian Credit Bureau Equifax Credit Bureau
Added Services:	None	Notification of: ✓New accounts opened ✓Payment Delinquencies ✓Credit Inquiries ✓Public Record Changes ✓Change of Address	Notification of: ✓New accounts opened ✓Payment Delinquencies ✓Credit Inquiries ✓Public Record Changes ✓Change of Address
Cost:	\$2.00 per month	\$4.00 per month	\$7.00 per month
Option Choice: (Place X in box)			
FNB Account: (monthly fee charge)			
Notifications sent via:	N/A	(U.S. Mail or Email)	(Email only)

First National Bank of Milaca (FNB of Milaca) and its employees, agents, or any of its affiliated or related organizations disclaims all express or implied warranties or representations of any kind or nature whatsoever of its merchantability of the ID TheftSmart™ Consultation/Restoration program provided by Kroll Advisory Solutions. You specifically agree, on your behalf and on behalf of your heirs, executors and assigns, not to bring any legal action in any federal or state court or other court of law or equity against FNB of Milaca or any of its affiliated or related organizations under any theory of liability and further agree to indemnify and hold FNB of Milaca and its affiliated or related organizations harmless. These Terms and Conditions and your access to, use and browsing of the Site are governed by Minnesota law without regard to its conflict of law provisions.

The First National Bank of Milaca may cancel your membership at any time due to non-payment. We will provide you with notification prior to cancellation. You may cancel membership to this program at any time by written notification to First National Bank of Milaca P.O. Box 38, Milaca MN 56353

I understand that I have received the terms and conditions and I am enrolling as an individual in the above selected ID TheftSmart™ option and that any other person related or affiliated to me must complete a separate enrollment.

Signature

Date

Terms and Conditions

Neither First National Bank of Milaca (FNB of Milaca), its third-party service providers, nor any of its or their respective affiliates shall have any liability to you as an agent in obtaining copies of: your personal credit report, credit monitoring report, credit score, or credit score alert notifications. Neither FNB of Milaca, its third party service providers, nor any of its or their respective affiliates or information or service subcontractors make any warranty, express or implied, for the accuracy of the information contained in, or provided in conjunction with, the service. Neither FNB of Milaca, its third-party service providers, nor any of its or their respective affiliates assume any liability for damages, direct or indirect, consequential or incidental, in connection with the performance of the service or your request, use or attempted use of the service. Neither FNB of Milaca, its third-party service providers, nor any of its or their respective affiliates or information or service subcontractors are responsible for negative factual information contained in, or provided in conjunction with, the service. The aggregate liability of all such parties to you in all instances and in any event is limited to the amount which you have paid us for your membership. ID Theftsmart™ is not a credit counseling service and does not promise to help you obtain a loan or improve your credit record, history, or rating. You are solely responsible for any reliance by you on the service or other use you make of the service. The terms of this section shall survive any termination, cancellation, or expiration of this agreement.

GOVERNING LAW -This Agreement, and the respective rights and obligations of the parties hereunder, shall be governed by, and construed in accordance with, the laws of the State of Minnesota. The terms of this Section shall survive any termination, cancellation or expiration of this Agreement.

MANDATORY ARBITRATION -You, on the one hand, and FNB of Milaca on the other, agree that any claim or dispute ("Claim") between us shall, at the election of any one of us, be resolved by binding arbitration administered by the American Arbitration Association under its rules for consumer arbitrations. It is the parties' intent that this arbitration provision be construed broadly, including that this arbitration agreement include any claims against FNB of Milaca as well as their respective corporate affiliates. You agree that, by entering into this Agreement,

You and FNB of Milaca are each waiving the right to a trial by jury or to participate in a class action. At your request, we will pay the first \$125 of your arbitration fees. You will be solely responsible for your arbitration fees and costs in excess of \$125. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. You and FNB of Milaca, agree that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or represented proceeding. Further, unless both you and FNB of Milaca agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. Notwithstanding the foregoing, either party may bring an individual action in small claims court. The parties to this Agreement acknowledge that this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1et seq. ("FAA"). Judgment upon any arbitration award may be entered in any court having jurisdiction. The arbitrator shall follow substantive law to the extent consistent with the FAA and shall honor any claims or privileges recognized by law. The terms of this Section shall survive any termination, cancellation or expiration of this Agreement. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

Initials

date