

The Bank of Elk River: Digital Wallet Terms and Conditions

These Terms of Use ("Terms") govern your use of any eligible debit card issued by The Bank of Elk River (a "Payment Card") when you add, attempt to add, or keep a Payment Card in a digital wallet or any other electronic payment system into which your Payment Card may be enrolled by you ("Wallet") on any mobile phone, tablet, watch or other device ("Device") that supports the Wallet. These Terms are a legal agreement, so please read them carefully. The words "you" and "your" mean a Bank of Elk River customer or authorized user, and the words "we", "us", "our", and "TBER" mean The Bank of Elk River. By adding or enrolling any TBER Card in any Digital Wallet, you accept and agree to be bound by these Terms.

1. Your Account or Cardholder Agreements Still Applies

The terms and conditions of your agreements with TBER governing issuance and use of your accounts and Cards will not be affected by your adding a Card to a Digital Wallet. A Digital Wallet is a third-party service that provides an additional mechanism by which you can present your Card to participating merchants to purchase goods or services.

2. Adding Your Card to a Digital Wallet

You can add your eligible Card to a Digital Wallet by following the instructions of the Digital Wallet provider. You are solely responsible for following the instructions of your Digital Wallet provider for loading and maintaining your Card in the Digital Wallet. The only TBER Cards that you can add to a Digital Wallet are those that we indicate are eligible from time to time in our sole discretion. TBER reserves the right, but is not obligated, to verify your identity upon an attempt to enroll in a Digital Wallet prior to approving your enrollment. If your Card or underlying account is not in good standing, we may elect not to allow the Card to be added to a Digital Wallet. When you add a Card to a Digital Wallet, the Digital Wallet will allow you to use the Card for transactions where the Digital Wallet is accepted consistent with the terms and conditions set forth by the Digital Wallet Provider. You understand that your use of a Digital Wallet also will be subject to agreements or terms of Apple, Google or other third parties including your telecommunications service provider. The Digital Wallet may not be accepted at all places where your Card is accepted.

3. Removing your Card from a Digital Wallet

You are responsible for deleting or removing your Card from a Digital Wallet. You should contact the Digital Wallet provider on how to remove a Card. TBER may also block, suspend, or cancel a Card in your Digital Wallet from purchases at any time and for any reason. You should refer to your Electronic Funds Transfer Agreement for additional information.

4. The Bank of Elk River is Not Responsible for any Digital Wallet

TBER does not provide any Digital Wallet service to you. Our sole responsibility with respect to Digital Wallet activity is to exchange information with the Digital Wallet provider as necessary to process transactions initiated by using the Card in the Digital Wallet. We are not responsible for any failure of the Digital Wallet, or the inability to use the Digital Wallet for any transaction. We are not responsible for any loss, injury, or inconvenience you may suffer as a result of using our Cards in your Digital Wallet or from a merchant refusing to accept payment from a Digital Wallet. We are not responsible for the performance or non-performance of the Digital Wallet provider or any other third parties regarding any agreement you enter into with the Digital Wallet provider or associated third party relationships that may impact your use of the Digital Wallet. You are solely responsible for the transactions processed

using your Card through a Digital Wallet including the completeness and accuracy of information entered. Please contact your Digital Wallet provider if you need assistance or have any questions regarding the Digital Wallet.

5. Fees

Any applicable fees and charges that apply to your Card will also apply when you use a Digital Wallet for transactions involving your Card. You are responsible for any applicable wireless carrier data or usage fees incurred with the use of the Digital Wallet. TBER does not currently charge any additional fees for adding a Card to a Digital Wallet or using your Card in a Digital Wallet. However, TBER reserves the right to charge a fee for the service in the future upon not less than thirty (30) days' advance notice. All other TBER fees including regular and applicable account fees and charges relating to your Card and accounts still apply.

6. Your Agreement to Indemnify The Bank of Elk River

You agree to indemnify, defend and hold The Bank of Elk River harmless from and against any and all losses, claims, damages, liabilities, regulatory or civil actions, costs or expenses (including any attorneys' fees) that arise out of or are based upon (a) the failure of you, any Digital Wallet, or any Digital Wallet service provider to conform to applicable law, (b) the negligence or intentional action or inaction of you or any Digital Wallet service provider, (c) any loss or injury suffered by you as a result of any Digital Wallet provider's use of your information, (d) any breach by you of any term, condition, warranty, representation or any other portion of these Terms, and/or (e) any breach by you, any Digital Wallet, or any Digital Wallet service provider of any term, condition, warranty, representation or any other portion of any Digital Wallet agreement. Your indemnification obligations set forth herein shall survive termination or expiration of these Terms.

7. Security of the Digital Wallet

You agree to protect and keep confidential your (and your third party (Apple, Google, etc.)) user IDs, phone lock pass codes, passwords, PINs and all other information required for you to make purchases with your Digital Wallet. If you share these credentials with others, they may be able to access your Digital Wallet and make purchases for which you are responsible. You will secure all mobile devices used with a Digital Wallet as you would your Card. Your TBER Electronic Funds Transfer Agreement requires you to contact us immediately if you believe there are errors or if you suspect fraud with your Card. TBER shall not be responsible for any loss, misuse, unauthorized purchase, loss of data, or warranty of any item purchased or any transaction initiated using a Digital Wallet. Third parties (Apple, Google, etc.) are responsible for the security of information provided to them or stored in their Digital Wallet. TBER is not responsible if there is a security breach affecting any information stored in the Digital Wallet. TBER takes commercially reasonable steps to ensure that information that it sends to a Digital Wallet is sent in a secure manner.

8. Termination; Changes in Terms

TBER can block, suspend, or cancel Card eligibility for participation in a Digital Wallet or use of a Card in any Digital Wallet Services. We may also cease supporting the use of Cards in any Digital Wallet at any time without prior notice. We may also change, add to, or delete from these Terms at any time. We will provide notice if required by law. We can also assign these Terms at our discretion. You cannot change these Terms, but you can cease to be subject to these Terms as to future transactions by removing all Cards from all of your Digital Wallets, but this will not terminate any responsibilities that arose prior to your removal of the Cards.

9. Electronic Communication

You consent to receive electronic communications and disclosures from us in connection with your use of the Card and the Digital Wallet. You agree that we can contact you by SMS text at any mobile phone number or email at any email address you provide to us in connection with your TBER accounts. You agree to update your contact information with us when it changes.

10. Notices

We can provide notices to you concerning these Terms and your use of Cards in Digital Wallets by electronic delivery to you or postal mail at the current mailing address on file for you with TBER.

12. Our Commitment to Your Privacy

We are committed to respecting the privacy of your information and we will not share your information in a manner that is inconsistent with the Privacy Notice. We will treat all personally identifiable financial information we obtain as a result of your use of the Wallet consistent with the terms of the Privacy Notice. We are not responsible for any loss, injury or other harm you suffer in connection with the Wallet Provider's use of your information.

13. Questions

If you have any questions, disputes, or complaints about the Digital Wallet, contact the Digital Wallet provider using the information given to you by the Digital Wallet provider. If your question, dispute, or complaint is about your TBER debit card, contact us at 763-241-8522.

ELECTRONIC FUND TRANSFERS: 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 Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction, (typically, at the point of purchase, a merchant will post a sign and print the notice on the receipt). In all cases, these third party transfers will require you to provide the third party with your account number and bank information. This information can be found on your check. 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 fund 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 account(s).
- Preauthorized payments. You may make arrangements to pay certain recurring bills from your checking or savings account(s).
- Electronic check conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.

- Electronic returned check charge. You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

Please also see Limitations on frequency of transfers section regarding limitations that apply to savings accounts.

Info Line Telephone Transfers - types of transfers - You may access your account by telephone 24 hours a day, seven days a week, at (763) 441-3380 using your personal identification number, a touch tone phone, and your account numbers, to transfer funds between checking and savings accounts and make payments from your checking or savings to loan accounts with us. Transactions made after 7:00 PM CT will not be available until the next business day. Please also see Limitations on frequency of transfers section regarding limitations that apply to telephone transfers.

ATM Transfers - types of transfers, dollar limitations, and charges - You may access your account(s) by ATM using The Bank Cash Card (ATM card) and personal identification number or The Bank Cash & Check Card (check card) and personal identification number, to:

- make deposits to checking or savings account(s) with an ATM or check card at automated teller machines that we own and operate or other participating ATMs.
- get cash withdrawals from checking or savings account(s) with an ATM or check card.
 - o you may withdraw no more than \$300.00 per day per cardholder.
 - o there is a charge per transaction for non-MoneyPass Cash machines (See Miscellaneous Fee Schedule for current fees).
- transfer funds between checking and savings accounts with an ATM or check card
- get information about the account balance of your checking or savings accounts with an ATM card or check card

Some of these services may not be available at all terminals. An additional fee may be assessed by the ATM owner. Please also see Limitations on frequency of transfers section regarding limitations that apply to ATM transfers.

Types of Bank Cash & Check Card Transactions - You may access your checking account(s) using the card and/or PIN issued to you to purchase goods (in person, by phone or by computer), pay for services (in person, by phone or by computer), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

Check Card Transactions - dollar limitations - Using your check card:

- your daily point of sale limit will be determined during the application process. Please contact a Customer Service.

Please also see Limitations on frequency of transfers section regarding limitations that apply to check card transactions.

Currency Conversion and Cross-Border Transaction Fees - If you effect a transaction with your The Bank Cash and Check Card in a currency other than US Dollars, MasterCard will convert the charge into a US Dollar amount. The MasterCard currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by MasterCard. The exchange rate MasterCard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account. MasterCard charges us a Currency Conversion Assessment of 20 basis points (.2% of the transaction) for performing the currency conversion. In addition, MasterCard charges us an Issuer Cross-Border Assessment of 90 basis points (.9% of the transaction) on all cross-border transactions regardless of whether there is a currency conversion. We charge you a Cross-Border Transaction fee of 1.50% on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction processed through the Global Clearing Management System or the

MasterCard Debit Switch in which the country of the merchant is different than the country of the cardholder.

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.

World Wide Banker Computer Transfers - types of transfers - You may access your account(s) by computer or mobile banking using your World Wide Banker personal identification number and your World Wide Banker ID, to:

- Transfer funds between checking and savings accounts and make payments from your checking or savings to loan accounts with us.
- You may also make payments from checking to third parties using the Bill Pay service.
 - o refer to your Bill Pay agreement for applicable fees.
 - o Bill Pay transactions made after 12:00 PM CT will be processed the next business day.

Transactions made after 7:00 PM CT will not be available until the next business day. The system will generally be down between 7:15 PM and 7:45 PM. Please also see Limitations on frequency of transfers section regarding limitations that apply to computer transfers.

Health Savings Accounts (HSA)- We permit some electronic fund transfer to and/or from your HSA. The electronic fund transfers we permit are offered for the convenience of managing your HSA. However, electronically moving funds to or from your HSA – for example, depositing more than the allowable amount, or getting additional cash back on an HSA check card transaction – can raise a variety of tax concerns. As a result, before electronically accessing any account you may have with us, it is a good practice to make sure you are using the correct access device (such as a card) or accessing the appropriate account for the transaction. Also, it is your responsibility to ensure the contributions, distributions, and other actions related to your HSA, comply with the law, including federal tax law. As always, we recommend consulting a legal or tax professional if you have any questions about managing your HSA. The terms of this disclosure are intended to work in conjunction with the HSA Agreement provided to you earlier. In the event of a conflict, the terms of the HSA Agreement control. You understand that your HSA is intended to be used for payment of qualified medical expenses. It is your responsibility to satisfy any tax liability resulting from use of your HSA for any purpose other than payment or reimbursement of qualified medical expenses. We do not monitor the purpose of any transaction to or from your HSA. Nor are we responsible for ensuring your eligibility for making contributions or ensuring withdrawals are used for payment or reimbursement of qualified medical expenses. Refer to your HSA Agreement for more information relating to the use of your HSA.

Limitations on frequency of transfers - In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- Transfers from a money market account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer or by check or similar order to third parties are limited to six per calendar month.

Termination -

- You may terminate the electronic fund transfer agreement by notifying us in person or in writing.
- We may terminate the electronic fund transfer agreement by written notice to you.

FEES

- We do not charge for direct deposits to any type of account.
- We do charge for preauthorized withdrawals from any type of account if other debit fees apply.
- We charge a fee to replace an ATM or check card. (See Miscellaneous Fee Schedule for current fees).
- Except as indicated elsewhere, we do not charge for these electronic fund transfers.

- **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 fund 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. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- Direct deposits- 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 (763) 441-1000 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 monthly account statement from us for your savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

PREAUTHORIZED PAYMENTS

- **Right to stop payment and procedure for doing so** -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 the telephone number or address listed in this brochure 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.
- **Notice of varying amounts** - If these regular payments may 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 from 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 terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- 4) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- 5) There may be other exceptions stated in our agreement with you.

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) if you give us written permission.

PERSONAL IDENTIFICATION NUMBER (PIN)- The ATM PIN or check card PIN that has been issued to you is for your security and you are responsible for safekeeping your PIN(s). The ATM PIN or check card PIN numbers are confidential and should not be disclosed to anyone not authorized to sign on your accounts.

UNAUTHORIZED TRANSFERS

(a) Consumer liability.

- Generally. Tell us at once if you believe your ATM card and/or PIN or check card and/or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using the information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all of the money in your account (plus your maximum overdraft line of credit). We will be liable for all unauthorized transfers unless the unauthorized transfer was due to the loss or theft of your card and/or PIN. If due to the loss or theft of your card and/or PIN, and you notify us within 60 days of when the unauthorized transfer appears on the statement you can lose no more than \$50 if someone used your card and/or PIN without permission. If you do NOT notify us within 60 days after the unauthorized transfer appears on your statement, and we prove that we could have stopped someone from using your card and/or PIN without your permission if you had told us within 2 days of when you discover the loss or theft of your card and/or PIN, you could lose as much as \$500 for unauthorized transfers that appear on the statement. Also, if your statement shows transfers that you did not make, including those made by card, PIN or other means, 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 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. Additional Limits on Liability for The Bank Cash & Check Card. You will not be liable for any unauthorized transactions using your The Bank Cash and Check Card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us.

(b) Contact in event of unauthorized transfer. If you believe your ATM card and/or PIN or check card and/or PIN has been lost or stolen, call or write us at the telephone number or address listed in this brochure. You should also call the number or write to the address listed in this brochure if you believe a transfer has been made using the information from your check without your permission.

RIGHT TO BRING CIVIL ACTION- You may bring a civil action against any person violating any provision of Minnesota Statutes § 47.69 (governing consumer privacy and unauthorized withdrawals).

If you prevail in such an action, you may recover the greater of your actual damages or \$500. You may also be entitled to recover punitive damages, your court costs and reasonable attorney's fees.

TIME NEEDED TO COMPLETE TERMINAL TRANSACTIONS

- Withdrawals made at a terminal will normally be completed and charged to your account the next business day.
- Deposits made at a terminal will normally be credited to your account the next business day.
- Transfers between accounts will normally be completed the next business day.
- Payments made at a terminal will normally be completed the next business day.

POINT-OF-SALE TRANSACTIONS- Payment for goods or services made in this manner shall not affect any of the rights, protections, or liabilities in existing law concerning a cash or credit sale made by means other than through the use of a terminal. You cannot reverse a point-of-sale transaction.

ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this brochure, 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 question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (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 (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 question 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.

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