

## **Online Banking & Bill Pay Agreement**

This agreement represents the terms and conditions of The Bank of Elk River Online Banking Program, World Wide Banker. Please read the agreement carefully and keep a copy for your records.

**Agreement:** This Online Banking Access Agreement contains the terms that govern your use of World Wide Banker Home Banking application services. You may use World Wide Banker to access your accounts through the Internet. By using World Wide Banker to access an account you are agreeing to the terms of this Agreement.

Examples of accounts that you may elect to access include deposit accounts and loans. Your accounts will continue to be subject to the agreements otherwise governing them, except where it is noted in this agreement.

Additionally, each account will be subject to the following:

- The terms or instructions appearing on a screen when using World Wide Banker,
- The Bank of Elk River rules, procedures and policies applicable to each account;
  - The rules and regulations of any funds transfer system used in connection with World Wide Banker and
  - All applicable state and federal laws and regulations.

### **Required Hardware and Software:**

There are certain hardware and software requirements in using World Wide Banker. To view current requirements please visit the following website: <http://info.netteller.com/go/supported-browsers>

**Privacy and Security:** The information you provide to us online is protected by Secure Socket Layer (SSL technology). SSL is the leading security protocol for data transfer on the Internet. This technology scrambles your account information as it moves between your PC's browser and The Bank of Elk River's computer systems. When information is scrambled, or encrypted in this way, it becomes nearly impossible for anyone other than The Bank of Elk River to read it. This secure session helps protect the safety and confidentiality of your information when you bank with us online.

**About Cookies:** Cookies are pieces of data assigned by a Web server to the browser on your PC. Cookies help Web sites keep track of your preferences and to recognize return visitors. When you return to a Web site you have visited before, your browser gives this data back to the server. Contrary to reports about cookies and online privacy, cookies do not contain viruses and most cannot reveal any personally identifiable information about you unless you willingly provide it as a user on a site.

The Bank of Elk River uses cookies to make your online experience and certain linked Web sites richer and more personalized. As a matter of security, we do not embed your Social Security number, password, or other personal information in our cookies.

We recommend that you complete your online transactions and log off before surfing to other sites or turning off your PC. We also suggest that you do not surf to other sites during your online banking session. You can set your browser to reject cookies. However, if you choose to reject cookies, you cannot bank online with The Bank of Elk River. Browsers that reject cookies may not be able to logon to your favorite sites or use the features you like most within those sites.

**Access to Eligible Accounts:** You may access an account at the The Bank of Elk River website at [www.TheBankofElkRiver.com](http://www.TheBankofElkRiver.com) to obtain balances, transaction history and other information. To access an account you must have a password and the required hardware and software. Subject to the terms of this Agreement, you will generally be able to access your accounts through the Website seven days a week, 24 hours a day. A transfer completed through World Wide Banker before the transfer cutoff time on a business day will be posted to your Eligible Account the same day. All transfers completed after the transfer cutoff time on a business day or on a day that is not a business day, will be posted on the next business day. The transfer cutoff time is 7:00 PM (Central Time). Every day is a business day except Saturdays, Sundays and federal holidays. At certain times, an Online Banking Service may not be available due to system maintenance or circumstances beyond our control. During these times, you may use our InfoLine (763-441-3380) or any automated teller machine (ATM).

**Electronic Mail (E-mail):** One way of communicating with us is by sending E-Mail. Our website and World Wide Banker have provided an E-mail link for you to ask questions about your account (s) or give comments on our service. To ensure the security of your account information, we recommend that you don't indicate any personal information (account numbers, social security, etc) in your comments. You cannot use E-Mail to initiate transactions on your accounts. For transactions, please use the appropriate functions within World Wide Banker or call Customer Service at 763-241-8522.

**Online Banking Services:** With respect to your accounts, services offered include obtaining balance information, transaction history and other information. In some instances, balances and transaction history may only reflect activity conducted through the close of the previous business day. The Bank of Elk River may, from time to time, introduce new Online Banking Services. When this happens we will update our Website to include them. By using an Online Banking Service, you agree to be bound by the terms contained in this Agreement at that time.

**Bill Pay Service:**

**A. Description of the Bill Pay Service:** World Wide Banker Bill Pay Service allows you to schedule bill payments. You can arrange, at your option, for the payment of your current, future and recurring bills from your Checking Account. Accounts that require two or more signatures to withdraw or transfer funds must utilize Cash Management features to provide controls within Bill Pay. This is not monitored or managed by this financial institution as disclosed in the Multi-Signature Agreement. There is no limit to the number of payments that may be authorized. However, we are unable to process any payments to the federal, state, or local tax agencies. By furnishing us with names of your payees and their addresses, you authorize us to follow the payment instructions to these payees that you provide us via our service. The date the payment is to be sent is called the "Payment Date". When we receive a payment instruction (for current or a future date), we will remit funds to the payee on your behalf from the funds in your Bill Pay Account. Bill payments are processed either through electronic transmission or by check drawn on your Bill Pay Account and mailed to the payee. Payees who receive electronic delivery will receive your payment information, including your account number with the payee, through a computer link. All checks are sent through the U.S. mail. We will not be obligated to make a payment unless your Bill Pay Account and/or linked overdraft protection plan has sufficient funds or credit availability to pay the bill on the Payment Date. Funds for electronic bill payments will be withdrawn from your Bill Pay Account on the scheduled Payment Date. If there are not enough available funds in the Bill Pay

Account for electronic payments, the bill will be presented 2 times per day for 3 days, unless the payment is deleted or rescheduled in World Wide Banker. Bills paid by check will be withdrawn from your Bill Pay Account through the normal check clearing process. Although payments may be scheduled for the current business day or any date in the future at any time, payments will be processed as follows: Electronic payments twice a day at our cut-off times, usually around 7:00 AM CST and 2:00 PM CST on any business day. Check payments once a day at our cut-off time, usually around 3:00 PM CST on any business day.

- B. No Duty to Monitor Payments:** We do not have any duty to monitor the payments that are made through the Bill Pay Service. If you are a business and an authorized representative of yours uses your Bill Pay Account to pay bills which are not yours, you assume the entire risk of loss and indemnify and hold us, our directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments and expenses arising out of or in any way connected with such use.
- C. Stop or Change Instructions:** You have the right to stop or change any scheduled bill payment. However, you must cancel a payment no later than our cut off times specified above, on the Payment Date by using the Bill Payment Service. If the payment date is on a weekend or holiday, the stop payment must be initiated no later than our specified cut off times, 2 business days prior to the payment date. To request a stop payment on a Bill Pay check that has been issued, please call Customer Service 763-241-8522.
- D. Scheduling Payments:** There will be a delay between the Payment Date (the date your payment is sent) and the date the payee receives that payment. Any payments made through the Bill Pay Service require sufficient time for your payee to receive your payment and credit your account properly. To avoid incurring finance or other charges, you must schedule a payment sufficiently in advance of the due date of your payment.
- Instructions for Setting up Payees & Payments: Payees: If you want to add a new "Payee," first select the "Payee" tab located in the bill pay or speak to a service representative. The Bank reserves the right to refuse the designation of a "Payee" for any reason.
- Payments: You may add a new payment to a "Payee" by accessing the service and entering the appropriate information. Most other additions, deletions, or changes can be made in writing or by using the service. You may pay any "Payee" with-in the United States (including U.S. territories and APO's / AEO's). The Bank is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.
- Bill Paying Process: Single Payments –** A single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment's processing date, provided the payment is submitted prior to the daily cut-off time on that date. A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's processing date, the payment will be processed on the first business day following the designated processing date. **Recurring Payments –** When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules: If the recurring payment's "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing

date. If the recurring payment's "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date. Note: If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date. There is a \$25,000.00 limit on Personal BillPay checks and a \$100,000.00 limit on Business BillPay.

- E. Bank Errors:** If The Bank of Elk River does not properly complete a bill payment on time or in the correct amount, we will pay any late fees or finance charges up to \$25, as long as your account was in good standing with the payee prior to this incident and the Payee was a Business that charges late charges or penalties. We will also be liable to you if we fail to stop a payment pursuant to your order to do so, so long as your order describes the payment with reasonable certainty and is received at a time and in a manner that affords us a reasonable opportunity to act on it. Except as stated in this Agreement, any stop payment provisions of the agreement otherwise governing your account that is applicable to checks will also apply to the Bill Pay Service. We will not be responsible for any charges imposed or any other action taken by a payee resulting from a payment that you have not scheduled properly, including any applicable finance charges and late fees. In addition, we will not be liable if any third party through whom any bill payment is to be made fails to properly transmit the payment to the intended payee. We will also not be liable if there are insufficient available funds or credit availability in your Bill Pay Account and/or overdraft protection plan; if a legal order directs us to prohibit withdrawals from the Bill Pay Account; if the Bill Pay Account is closed or frozen; or if any part of the electronic funds transfer system is not working properly. We will not be liable for indirect, special, or consequential damages arising out of the use of the Bill Pay Service. You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment. The Bank is not liable for any failure to make a bill payment if you fail to promptly notify the bank after you learn that you have not received credit from a "Payee" for a bill payment.
- F. Bill Pay Fees:** If you elect to use the Bill Pay Service, by setting up vendors, scheduling payments and identifying payment amounts, you are acknowledging that you want to use the Bill Pay Service. The Bill Pay Service is free.
- G. Termination of Bill Pay Service:** If you have the Bill Pay Service and do not schedule or process a payment in your Payment Account via the Bill Pay Service for any six (6) month period, The Bank of Elk River may terminate your Bill Pay Service. Additionally, if you close your current Payment Account, you must notify us and designate a new deposit account that will be your Payment Account within 30 days or The Bank of Elk River may terminate your Bill Pay Service. If The Bank of Elk River terminates your Bill Pay Service, your online bill payment information will be lost. If you decide to terminate the Bill Pay Service, you must notify us in writing. We strongly suggest that you cancel all future bill payments at the same time that you cancel your Bill Pay Service by deleting those payments yourself using the Bill Pay Service. This will ensure that future payments made by you will not be duplicated. Termination of the Bill Pay Service will not automatically close your Eligible Accounts. If you want to terminate another person's authority to use the Bill Pay service, you must notify the Bank and arrange to change your PIN. The Bank is not responsible for any fixed payment made

before the bank has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by the bank on your behalf.

**H. Amendment:** The Bank has the right to change this agreement at any time by notice mailed to you at the last address shown for the account on the banks records, by posting notice in branches of the Financial Institution, or as otherwise permitted by law.

**I. Person to Person Payment Service:**

Person to Person Payment (P2P) is a secure online, person-to-person payment service that allows you to electronically send money to virtually anyone who has a U.S. based email address and a deposit account at a U.S. financial institution.

**Adding a Payee:** To schedule a P2P transaction, click the “Pay a Person” button. Indicate the electronic method you want to use to pay them. Follow the on-screen prompts to create your Payee and your Keyword once you establish the Keyword, you will need to provide it to your Payee. When you have successfully added a Payee, he or she will receive an electronic notification with instructions to access a secure website to provide their bank information, plus enter the Keyword you gave them. The Payee will be locked out after entering the Keyword incorrectly three times. After the initial lockout, the system automatically unlocks the payee after 24 hours. You have the ability to unlock them by contacting the financial institution. After the third lockout (nine total failed attempts) the payee is deleted. The email link will be valid for 9 days. If not activated within 9 days, you will need to reset the Keyword in your Payee list. Payments typically settle within 1-2 business days after completion of activation.

**Cancelling a Payment:** Payments can be canceled until they are processed.

**Limitations and Cut-off Times:** Transfers are subject to the following limits unless otherwise agreed upon by you and the financial institution. Transfers per day cannot exceed a total of \$2,000.00 for inbound or outbound transactions. These limits apply to the total of all Person to Person transfers of a specific type for all accounts enrolled in the Service. We may change your dollar limits and transfer limits at any time. Cut-off time for payment processing is 2:00 PM CST on any business day.

All other terms and conditions set forth in the BillPay Service section remain in full force under the Person to Person Payments service.

**Business BillPay Accounts:** If you are a business, you may delegate payment tasks, account access and set permission controls for authorized employees.

**General Provisions:**

**Security:** You will be given an assigned Access ID and a temporary password that will give you access to your Accounts. This password can be changed within World Wide Banker. Due to the increased need for security, World Wide Banker passwords need to be 10 to 25 characters in length and require a combination of uppercase, lowercase, numbers and special characters. We recommend that you change your password regularly. We are entitled to act on instructions received under your password. For security purposes, it is recommended that you memorize the password and do not write it down. You are responsible for keeping your password and account information confidential. If you believe that your password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account, notify The Bank of Elk River by calling Customer Service at 763-241-8522 or write us at The Bank of Elk River, 630 Main Street, Elk River, MN 55330.

**Liability:**

**1. Our Liability:** Our liability to you is explained in any agreements, notices, and disclosures that we separately provide to you from time to time regarding your Accounts. This section explains our liability to you only to the extent that our liability has not been separately disclosed to you by any of these agreements, notices, or

disclosures. Under no circumstances will we have any liability to you for failing to provide you access to your Accounts through World Wide Banker. Furthermore, unless otherwise required by applicable law, we will only be responsible for performing Online Banking Service as expressly stated in this Agreement, and will only be liable for material losses incurred by you to the extent such losses directly result from our gross negligence or intentional misconduct in performing the Online Banking Services.

IN NO EVENT WILL WE HAVE LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHETHER OR NOT ANY CLAIM FOR SUCH DAMAGES IS BASED ON TORT OR CONTRACT OR WE KNEW OR SHOULD HAVE KNOWN THE LIKELIHOOD OF SUCH DAMAGES IN ANY CIRCUMSTANCES.

We will not be obligated to honor, in whole or in part, any transaction or instruction which:

- Is not accordance with any term or condition applicable to the relevant Online Banking Service or Account
- We have reason to believe may not be authorized by you or any third person whose authorization we believe is necessary or involves funds subject to a hold, dispute, restriction or legal process we believe prevents their withdrawal;
- Would result in us exceeding any limitation of our intra-day net funds position established pursuant to present or future Federal Reserve guidelines;
- Would violate any applicable provision of any risk control program of the Federal Reserve or any applicable rule or regulation of any other federal or state regulatory authority;
- Is not in accordance with any other requirement of our applicable policies, procedures or practices; or
- We have reasonable cause not to honor for our or your protection.

**2. Indemnification:** Except to the extent that we are liable under the terms of this Agreement or an agreement that otherwise governs your Account, if you are an owner of an Account, you agree to indemnify and hold us, our directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments and expenses arising out of or in any way connected with an Account or the performance of an Online Banking Service. This indemnification is provided without regard to whether our claim for indemnification is due to the use of our service by you or your authorized representative.

**3. Third Parties:** Except as specifically provided in this Agreement or where applicable law requires a different result, neither we, our service providers or other agents will be liable for any loss or liability resulting in whole or in part from any act or failure to act of your equipment or software, or that of an Internet browser provider such as Netscape (Netscape Navigator browser) or Microsoft (Microsoft Explorer browser), by an Internet access provider, by an online service provider or by an agent or subcontractor of any of them, nor will our service providers or other agents be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of your access to or use of, or failure to obtain access to Online Banking Services through our service.

**Termination:** Unless otherwise required by applicable law, The Bank of Elk River may terminate this Agreement and/or your access to any Online Banking Service through our service, in whole or in part, at any time. Access to the Online Banking Service through our service, in whole or in part, may be reinstated by us, at our discretion, at any time. If reinstated, the then current terms of this Agreement will control. You may request reinstatement of the Online Banking Service by calling Customer Service 763-241-8522. If you do not access your Eligible Accounts via our service for any six (6) month period, we may terminate your service, including Bill Pay Service & Estatements.

If you wish to cancel any of your Online Banking Services, contact The Bank of Elk River Customer Service 763-241-8522 or send us cancellations instructions in writing to The Bank of Elk River, 630 Main Street, Elk River, MN 55330.

**Changes:** Except as otherwise required by law, rule or regulation, we may change the terms of this Agreement from time to time. When changes are made we will update this Agreement at the Website. The Website will be updated on the effective date, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated an earlier time. If such a change is made, and it can't be disclosed without jeopardizing the security of the system, this Agreement will be updated within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing to use our service. Changes to fees or terms applicable to Eligible Accounts are governed by the agreement otherwise governing the applicable account.

**NOTIFICATION:** UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW, IN THE EVENT THAT WE ARE REQUIRED TO PROVIDE A NOTICE OR OTHER COMMUNICATION TO YOU IN WRITING, THAT NOTICE OR OTHER COMMUNICATION MAY BE SENT TO YOU ELECTRONICALLY TO YOUR INTERNET ADDRESS AS REFLECTED IN OUR THEN CURRENT RECORDS.

**Disclosure of information:** The circumstances under which we will disclose information about you, your Eligible Account, or your Online Banking Services is set forth in the information that has been separately disclosed to you in the contracts, notices and disclosures that have been separately provided to you and in accordance with our policy disclosed at our Website.

**Miscellaneous Fees and Charges:** The fees that have been separately disclosed to you in connection with your Account(s) will continue to apply to those account(s) and to your Online Banking Services.

### **ELECTRONIC FUND TRANSFERS**

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 & Check Card and personal identification number to:

- make deposits to checking or savings account(s) with an ATM/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/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/check card
- get information about the account balance of your checking or savings accounts with an ATM/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 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 to third parties using the BillPay, Person to Person and Bank to Bank services.
  - o refer to your BillPay, Person to Person and Bank to Bank Agreements/Terms & Conditions for applicable fees & limitations.
  - o BillPay: Electronic payment cut-off times are 2:00 PM CST on any business day. Check payment cut-off times are 3:00 PM CST on any business day. Transactions after these stated cut-off times will be processed the next business day.
  - o Bank to Bank Transfer cut-off times are 3:00 PM CST. Transactions after this time will be processed the next business day.
  - o Person to Person Transfer cut-off times are 2:00PM CST. Transactions after this time will be processed the next business day.

Transactions made using World Wide Banker after 7:00 PM CST will not be available until the next business day. 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/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:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If you have an overdraft line and the transfer would go over the credit limit.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- 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:

- where it is necessary for completing transfers; or
- in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- in order to comply with government agency or court orders; or
- if you give us written permission.

**PERSONAL IDENTIFICATION NUMBER (PIN)-** The ATM/check card PIN that has been issued to you is for your security and you are responsible for safekeeping your PIN(s). The ATM/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/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 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. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.
- (b) Contact in event of unauthorized transfer.** If you believe your ATM/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.

- Tell us your name and account number (if any).
- 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.
- 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.

### **World Wide Banker Alerts Service:**

- A. Description of the Alerts Service:** The Alerts Service is offered to Eligible Accounts, allowing you to request and receive messages about your Bank of Elk River account(s). You may receive alerts via email message(s) and/or text enabled cell phones or pagers. Each alert will be effective after set up of the alert parameters and delivery points using the Alerts Service.
- B. Registration for Alerts Service:** You must be enrolled in World Wide Banker to use the Alerts Service. Each user must enroll in the Service separately.
- C. Alert Security and Delivery Timing:** You accept that each alert may not be encrypted, and may include your name and information pertaining to your account(s). Receipt of each alert may be delayed, or prevented by factor(s) affecting your Internet Service Provider(s), phone operator(s), and such other relevant entities. We neither guarantee the delivery or the accuracy of the contents of any alert. The Bank of Elk River will not be liable for losses or damages arising from (a) non-delivery, delayed delivery, or wrong delivery of any alert; (b) inaccurate content in an alert; (c) your use or reliance on the contents of any alert for any purposes. The Bank of Elk River reserves the right to terminate any request from you, for any alert, at any time. The information in any alert may be subject to certain time lags and/or delays. You will manage the types and timing of your alerts, and the alerts may be stopped, or suspended by you at any time.

**D. Termination of Alerts Service:** Either you or The Bank of Elk River may terminate your use of the Alerts Service at any time without notice.

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