

eMobile Banking Agreement

This agreement represents the terms and conditions of The Bank of Elk River's Mobile Banking Program; eMobile Banking. Please read the agreement carefully.

Agreement:

This Mobile Banking Agreement contains the terms that govern your use of eMobile Banking. In order to utilize the functions of eMobile Banking, you must be registered for World Wide Banker Internet Banking. You will then use World Wide Banker to access your accounts through a mobile device. By using a mobile device to access an account you are agreeing to the terms of this Agreement and The Bank of Elk River's Online Banking 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 your mobile device,
- 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
- All applicable state and federal laws and regulations.

Required Hardware and Software:

eMobile Banking is mobile device agnostic. It will work with any web-enabled mobile device whose network allows secure SSL traffic.

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 mobile device 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.

We recommend that you complete your online transactions and log off before surfing to other sites. We also suggest that you do not surf to other sites during your mobile banking session.

Access to Eligible Accounts:

You may access an account with your mobile device to obtain balances, transaction history and other information. To access an account you must have a World Wide Banker password. Subject to the terms of this Agreement, you will generally be able to access your accounts through your mobile device seven days a week, 24 hours a day. A transfer completed through eMobile Banking 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 Internet 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).

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:

You must use World Wide Banker Bill Pay Service to schedule bill payments. Once scheduled you may use your mobile device to initiate a onetime immediate bill payment. A confirmation text message will be sent to the mobile device number entered at enrollment in eMobile Banking. Accounts that require two or more signatures to withdraw or transfer funds may not be used as a Bill Pay Account. There is no limit to the number of payments that may be authorized. You may pay anyone in The United States of America through the Bill Pay Service. 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 available 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 for payment each day until there are enough funds or 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, they will be processed twice a day at our cut-off times, usually around 2:00 AM CST and 12:00 PM Noon CST on any business day. Anything scheduled on a non-business day will be sent out the previous 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 by no later than 12 PM (noon), Central Time, on the Payment Date, by using the Bill Payment Service in World Wide Banker. If the payment date is on a weekend or holiday, the stop payment must be initiated no later than 12 PM (noon), Central Time, 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. Stop payment are not allowed on electronic payments.

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.

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.

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 Personal 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.

Authorized Representatives for Business Accounts: If you are a business, any authorized representative of your business is authorized on such terms, conditions, and agreements as we may from time to time require to enter into this Agreement, as amended from time to time access each account of yours in any manner and for any purpose available through eMobile Banking, whether available now or sometime in the future; and use any Online Banking Service in any manner and for any purpose available through World Wide Banker, whether now available or available at some time in the future.

World Wide Banker and eMobile Banking Alerts

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 mobile devices. Each alert will be effective after set up of the alert parameters and delivery points using the Alerts Service. The alert will be sent to the email address entered in World Wide Banker. To receive email alerts via your mobile banking device you must enter the email address for the device in World Wide Banker.

B. Registration For Alerts Service.

You must be enrolled in World Wide Banker to use the Alerts Service.

C. Email 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.

Electronic Fund Transfer Provision For Consumers:

A. Applicability:

The provisions in this section apply only to electronic fund transfers that debit or credit a consumer's checking savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). The Bank of Elk River may, when applicable, rely on any exceptions to the provisions in this section that are contained in Regulation E. All terms not otherwise defined in this Agreement which are defined in Regulation E will have the same meaning when used in this section.

B. Your Liability:

Your liability for an unauthorized EFT or a series of related unauthorized EFTs will be determined as follows:

1. If you notify us within two business days after learning of the loss or theft of your password, your liability will not exceed the lesser of \$50 or the amount of unauthorized EFTs that occur before notice to us.
2. If you fail to notify us within two business days after learning of the loss or theft of your password, your liability will not exceed the lesser of \$500 or the sum of the following:
 - \$50 or the amount of unauthorized EFTs that occur within the two business days, whichever is less; and
 - the amount of unauthorized EFTs that occur after the close of two business days and before notice to us, provided we establish that the EFTs would not have occurred had you notified us within that two-day period.
3. You must report an unauthorized EFT that appears on a periodic statement within 60 days of our transmittal of the statement to avoid liability for subsequent transfers. If you fail to do so, your liability will not exceed the amount of the unauthorized EFTs that occur after the close of the 60 days and before notice to us, and that we establish would not have occurred had you notified us within the 60-day period. You may, as applicable, also be liable for the amounts described in the immediately preceding sections 1 or 2 above.
4. If your delay in notifying us due to extenuating circumstances, we will extend the times specified in the immediately preceding paragraphs 1, 2 or 3 above to a reasonable period.
5. You may notify us in person, by telephone, or by Email during a secure session using the appropriate form, or in writing.

C. Telephone Number and Addresses:

The telephone number and address to be notified when you believe that an unauthorized EFT has been or may be made are:

- Your Bank's phone and address as indicated on your monthly Checking statement, or
- Write to The Bank of Elk River, 630 Main Street, Elk River, MN 55330, 763-241-8522.

D. Error Resolution:

Telephone us at 763-441-1000, or write us at The Bank of Elk River, 630 Main Street, Elk River, MN 55330 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 sixty (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 ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty five (45) days to investigate your complaint or question or ninety (90) days for new accounts, point of sale debit card transactions or foreign-begun transactions. If we decide to do this, we will credit your account within ten (10) business days (5 business days for Visa point of sale debit

card transactions) for the amount you think is in error or twenty (20) business days for new accounts, so that you will have 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 ten (10) business days, we may not credit your account. We will tell you the results within three (3) business days after completing our investigation. If we decide 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.

General Provisions:

Security:

When you enroll in World Wide Banker you will be given an assigned Access ID and a temporary password that will give you access to your Accounts. The password can be changed within World Wide Banker. This same password and Access ID will enable you to use eMobile Banking. Due to the increased need for security, World Wide Banker passwords need to be a minimum 8 digits in length. It can also be any combination of alpha, numeric, uppercase, lowercase and special characters up to 25 digits in length.

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 eMobile Banking. Furthermore, unless otherwise required by applicable law, we will only be responsible for performing eMobile Banking services 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 eMobile 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 eMobile 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 any 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., 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 eMobile Banking 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 eMobile Banking 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 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. 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 on our 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 b disclosed with 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 accounts(s) and to your Online Banking Services.