

## Online Access Agreement and Disclosure Statement

This agreement states the terms and conditions that apply when you open qualifying account(s) on the Internet, Internet-enable qualifying account(s), access account information over the Internet, or transfer funds between qualifying Internet-enabled accounts. These terms and conditions are in addition to those that apply to any accounts you have with us or any other services you obtain from us. You must also follow all of our instructions and procedures applicable to the services covered by this agreement.

### Explanation of Certain Terms

- "We", "us" and "our" means Minnesota Lakes Bank.
- "You" and "your" mean an individual person or business entity that we permit to use the Internet banking services subject to the terms of this agreement.
- "Company representative" means, if you are a business entity, anyone we reasonably believe, in accordance with our security procedures, to be authorized to act on your behalf in connection with our online banking service.
- "Internet-enable" your account(s) means to enable you to obtain our service that allows you to obtain information and perform transactions we make available for your qualifying accounts over the Internet by use of a personal computer and modem and/or other means we authorize or allow.
- "Online banking" means the services provided under this agreement which allow you to access information about your Internet-enabled accounts, transfer funds between qualifying accounts, and perform other transactions and obtain other services that we authorize or allow, but does not include our bill pay service.
- "Online" means through the Internet by use of a personal computer or other screen-based electronic device.
- "Account" means a deposit, loan or other account for which transactions may be performed using our Online Banking service.
- "Consumer account" means an account established primarily for personal, family, or household use.
- "Business account" means an account that is not a consumer account.
- "Access codes" include the user ID, log-in, password and any other mean IDs of access to our Online Banking service we establish or provide for you.

### Access Codes

To use our Online Banking service, you must use the access ID's. Keep them confidential to prevent unauthorized use or loss to your accounts. Anyone to whom you give your access codes will have full access to your accounts even if you attempt to limit that person's authority. Additionally, that person will have full access to any other of your accounts which are accessed by those access codes, even if those accounts are in your name with another person.

None of our employees or employees of our affiliates will contact you via phone or e-mail requesting your access codes. If you are contacted by anyone requesting this information, please contact us immediately at our phone number shown in the section below entitled Notify us IMMEDIATELY for Unauthorized Transactions.

### Protecting Your Personal Information

In addition to protecting your access codes, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security number, or tax identification number. This information by itself or together with account information may allow unauthorized access to your accounts. You should treat personal information with the same level of care that you would for your account infor-

mation. You should also protect and secure all information and data stored in any personal computer or other equipment you use to access our Online Banking service.

#### Individual Agreement for Online Banking Service

We do not have joint agreements for our Online Banking service. If you are an individual or sole proprietor, you are the only customer under this agreement. However, any of the accounts to which you have access through our Online Banking service may be jointly owned with, or joint obligations with, others.

#### Qualifying Accounts

We will tell you which types of accounts qualify for our Online Banking service. You must be a named owner/obligor on the account in our records for it to qualify. Any account requiring more than one signature for withdrawal, draw or transfer of funds does not qualify. You agree to provide us with any authority we require before we permit access to any qualifying account.

#### How to Use Our Online Banking Service

Please refer to the online help and instructions on how to use our Online Banking service. These instructions are part of this agreement.

#### Types of Online Banking Services

You, or someone you have authorized by giving them your access code (even if that person exceeds your authority), can instruct us to perform the following transactions:

- Transfer funds between qualifying accounts;
- Obtain information that we make available about qualifying accounts; and
- Obtain other services or perform other transactions that we allow.

#### Preauthorized Recurring Fund Transfers

To the extent we make them available, you authorize us to establish preauthorized recurring fund transfers in accordance with the requests you make for us to do so. We will only allow preauthorized recurring fund transfers that do not vary in amount.

#### Communications Link and Your Equipment

It is your responsibility to obtain and maintain your online communications link to our Online Banking service to ensure that your use of such communications link is in compliance with applicable requirements, including any requirements of telecommunications companies and authorities. You are responsible for obtaining, installing, maintaining and operating all hardware, software and Internet access services necessary for obtaining our Online Banking service.

#### Limits on Online Funds Transfers

You must have enough available money or credit in any account from which you instruct us to make a transfer. All transfers must be in U.S. Dollars.

For security reasons, we may implement limits on the number or amount of transactions you can make using our Online Banking service. We also reserve the right to limit or suspend access to our Online Banking service as we deem necessary for security reasons. We may also limit access from countries other than the United States of America.

If any qualifying accounts are money market deposit accounts or savings deposit accounts, certain types of withdrawals from those accounts, including payments and transfers, are limited to a total of no more than 6 in any calendar month, statement cycle (the period from one statement to the next) or similar period. The kinds of withdrawals covered by this limitation are those made by means of preauthorized or automatic transfers and payments or telephone agreement, order or instruction. A total of only 6 of these kinds of withdrawals may be made by check, draft, debit card, or similar order payable to third parties.

#### When Online Funds Transfers are Made

Transfers are not final at the time we receive your instructions, but we will begin to process them promptly. You should allow at least 1 business day for us to process transfers.

Each transfer will be posted to any account with us from which it is made, and to any other account with us that is involved in the transaction, on the business day on which the transfer is made. Each transfer you make on a non-business day, or after our Online Banking cut-off time on any business day, will be considered made on the following business day. Information you obtain about your accounts using our Online Banking service may not reflect transactions that have not yet been posted to your accounts. You should keep that in mind when you perform or attempt to perform any transactions on the basis of such information.

#### Our Liability for Failure to Complete Transfers from Consumer Accounts

If we do not complete a transfer from a consumer 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 exceptions. We will NOT be liable, for instance:

- If, through no fault of ours, you do not have enough available money in the account from which a transfer is to be made, or if the account has been closed or is not in good standing, or if we reverse a transfer because of insufficient funds.
- If any transfer would go over the credit limit of any account.
- If your equipment or ours was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction.
- If you have not given us complete, correct or current account numbers or other identifying information so that we can properly credit your account or otherwise complete the transaction.
- If you do not properly follow our instructions or if you provide us with wrong or inaccurate information or fail to correct or tell us about any inaccuracy of which you are aware.
- If you do not instruct us soon enough for your transfer to be received and credited.
- If the money in the account from which a transfer is to be made is subject to legal process or other claim restricting the transaction.
- If circumstances or persons beyond our control prevent, delay, intercept, or alter the transaction, despite reasonable precautions that we have taken.

#### Business Days

Our Online Banking service is generally available 24 hours a day, 7 days a week. However, we only process transactions and update information on business days. Our business days are Monday through Friday. Holidays are not business days.

#### Stopping or Changing Transfers

If you want to stop or change transfers you have instructed us to make, you must notify us before we have started processing the transaction. This applies to both individual transactions as well as preauthorized recurring transactions. The normal way to do this is for you to access the appropriate function in our Online Banking service no later than the day before the business day the transfer is scheduled to be made, and either delete it or make the change.

You may also call or write us at:

Customer Service  
Minnesota Lakes Bank  
PO Box 700  
Delano, MN 55328  
(763) 972-3385

or by using any electronic stop payment method which we provide for this purpose. If you call or write, you must do this in time for us to receive your request 3 business days or more before the transfer is scheduled to be made. If you call, we may also require you to put your request in writing on paper and get it to us within 14 days after you call. If you order us to stop a preauthorized recurring transfer from a consumer account as described above, and we do not do so, we will be liable for your losses or damages.

#### Statements

Your funds transfers will be indicated on the monthly statements we provide or make accessible to you for the accounts with us that are involved in the transaction. We may also provide or make accessible to you statement information electronically or by some other means. You agree to notify us promptly if you change your address or if you believe there are any errors or unauthorized transactions on any statement or in any statement information.

#### Online Banking Fees

Online Bill Pay service:

- NO FEE for Online Bill Pay service if your Online Bill Pay service is used during the statement cycle
- If Online Bill Pay service is not used during the statement cycle you will be charged \$8.00 each month you do not meet the Online Bill Pay qualifications
- Stop Payment fee \$33.00
- Overdraft or Return Item Fee \$36.00

#### Your Liability for Authorized Transactions

You are liable for all transactions that you make or authorize, even if the person you authorize exceeds your authority. If you have given someone your access codes and want to terminate that person's authority, you must notify us that transactions by such a person are no longer authorized. We may have to change your access codes or take additional steps to prevent further access by such person.

#### Notify us IMMEDIATELY for Unauthorized Transactions

Tell us AT ONCE if you believe your access codes have been lost, stolen or otherwise compromised or used without your authorization. Quickly telephoning us is the best way of reducing your possible losses. You could lose all the money in your account (plus your maximum overdraft line of credit).

You may call or write:

Customer Service  
Minnesota Lakes Bank  
PO Box 700  
Delano, MN 55328  
(763) 972-3385

If we provide you with another electronic means of notifying us for this specific purpose, you may use that means. However, DO NOT use a general e-mail service or other electronic means that we have not specifically authorized for this purpose.

### Your Liability for Unauthorized Transactions From Consumer Accounts

This section applies only to transactions from consumer accounts.

If you tell us within 2 business days after you learn of the loss or theft of your access codes involving a consumer account, you can lose no more than \$50.00 if someone used them without your authority.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your access codes, and we can prove that we could have stopped someone from using them without your authority if you had told us, you could lose as much as \$500.00.

Also, if your statement for a consumer account shows transfers covered by this agreement that you did not make or authorize, 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 lost after the 60 days if we can 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 hospital stay) kept you from telling us, we will extend the time periods.

### Transfers Involving Insufficient Funds

If you instruct us to make a transfer and you do not have a sufficient balance in the account from which you are making the transfer (including available credit under any overdraft line), we may refuse to complete the transaction. We may do this even if there are sufficient funds in accounts other than the one you were using to make the transfer. If we complete a transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction in the account from which the transfer is made, you agree that we may reverse the transaction or offset the shortage with funds from any other account you have with us. In any case, you are fully obligated to us to provide sufficient funds for any transfers you make or authorize.

If we do not make a transfer, or if we reverse a transfer, because of insufficient funds, we are not required to make any further attempt to process the transfer or to notify you that the transfer has not been completed. You may be liable for a non-sufficient funds fee under the terms governing the account from which you made, or attempted to make, the transfer.

### In Case of Errors or Questions About Transactions Involving Consumer Accounts

This section applies only to transactions covered by this agreement and that involve consumer accounts.

You may call or write:

Customer Service  
Minnesota Lakes Bank  
PO Box 700  
Delano, MN 55328  
(763) 972-3385

as soon as you can, if you think your statement is wrong or if you need more information about a transfer covered by this agreement which is listed on the statement.

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 transfer you are unsure about, and explain as clearly as you can why you believe it is an error and 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 so that we receive it within 10 business days.

We will determine whether an error occurred within 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 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days 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 are not required to provisionally credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to provisionally credit your account for the amount you think is in error.

When the investigation is completed, we will make any necessary or appropriate adjustments to your account. We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error or the error was different than you described, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

#### Changing Terms and Terminating This Agreement

This agreement will stay in effect until it is changed or terminated.

We have the right to terminate this agreement at any time. We will ordinarily send you notice of any termination, but we are not required to do so unless applicable law requires such notice. Once we terminate this agreement, no further or pending transfers will be made, including but not limited to any transfers scheduled in advance or any preauthorized recurring transfers. We may routinely terminate Online Banking service for customers that have not used the service within the first 30 days after activation or if the service has been inactive for a year.

We also have the right to make changes in this agreement at any time. We will comply with any notice requirements under applicable law for such changes. If applicable law does not specify any notice requirements for the change, we will decide what kind of notice (if any) we will give you and the method of providing any such notice.

You may terminate this agreement at any time by notifying us in writing. However any instructions from you to make transfers will continue in effect until we have received your written notice of termination and have had a reasonable opportunity to act upon it. Once we have acted upon your notice, no further or pending transfers will be made, including but not limited to any transfers scheduled in advance or any preauthorized recurring transfers.

You are not permitted to alter or amend this agreement or any related document without our express written consent. Any attempt to do so will be void and unenforceable.

#### Waivers

No delay or omission by us in exercising any rights or remedies under this agreement or applicable law shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy or the exercise of any other right or remedy. No waiver shall be valid unless in a writing enforceable against us.

#### Notices and Communications

Except as otherwise provided in this agreement, all notices required to be sent to you will be effective when we mail or deliver them to the last known address that we have for you in our records or when we make such notices available to you through electronic means. All notices and communications sent by you to us will be effective when we have received them and have had a reasonable time to act on them.

You agree to notify us promptly of any change in your mailing address, e-mail address or telephone number.

### Recording

You agree that we may tape record any telephone conversations you have with us regarding the services covered by this agreement. However, we are not obligated to do so and may choose not to in our sole discretion.

### Attorney Fees

If we become involved in legal action to defend or enforce this agreement, you agree to pay our reasonable attorney fees and court costs, to the extent not prohibited by law.

### Law That Applies

Regardless of where you live or work or where you access our Online Banking service, this agreement is subject to the federal law of the United States of America the internal law of the State of Minnesota. If any of the terms of this agreement cannot be legally enforced, they will be considered changed to the extent necessary to comply with applicable law.

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### **THE FOLLOWING SPECIAL PROVISIONS APPLY ONLY TO BUSINESS ENTITIES OR INDIVIDUALS PERFORMING TRANSACTIONS FROM BUSINESS ACCOUNTS:**

#### Company Representative If You Are a Business Entity

If you are a corporation, partnership, limited liability company, association or some other form of business entity, we will issue one set of access codes to a company representative. It is your responsibility to ensure that access codes are provided only to persons you authorize. You represent to us that each company representative and anyone else using your access codes has general authority from your company to give us instructions to perform transactions using our Online Banking service.

Each person using your access codes will have the ability to:

- Make transfers from qualifying accounts, regardless of the dollar amount of the transaction.
- Make transfers regardless of whether he/she is otherwise an authorized signer or an obligor on any accounts that are accessed.
- Obtain information that we make available about qualifying accounts.
- Obtain other services or perform other transactions that we authorize or allow.
- Allow anyone else to use those access codes to make transfers or obtain information or other services.

#### Your Liability for Transactions From Business Accounts

You are liable for all transactions that you make or authorize, even if the person you authorize exceeds your authority. If you or a company representative has given someone your access codes and want to terminate that person's authority, you must notify us that transactions by such a person are no longer authorized. You can terminate granted access codes yourself. You may call a branch representative for assistance with terminating an authorized user or company representative. We may have to change your access codes or take additional steps to prevent further access by such person.

Our system supporting our Online Banking service is designed so that it may be operated only upon entry of valid access codes. Since we condition access upon entry of valid access codes, we will accept instructions for transfers or other transactions from any person using valid access codes. This is so even if the person obtaining access:

- Is not a company representative.
- Exceeds your authority or that granted by any company representative.
- Does not have your authority.

- Has had his/her authority changed or revoked.
- Is an imposter or thief.

You agree to be bound by all transactions from any business account for which valid access codes were used. You authorize us to treat any instructions we receive using valid access codes as if the instructions had been made in writing and signed by the appropriate company representative. Unless there is substantial evidence to the contrary, our records will be conclusive regarding any access to, or action taken through, our Online Banking service.

Notwithstanding the foregoing, we agree that you will not be responsible for transactions which occur after you have notified us to block the access codes that were used to perform the transaction, and we have had a reasonable opportunity to do so. Thus, the sooner you notify us of a problem, the better you can keep your losses down. (See the Notify us IMMEDIATELY for Unauthorized Transactions section above.)

You agree to promptly examine all account statements and any confirmations of transfers which we or other financial Institutions may send or make available to you, and to promptly notify us of any discrepancy or error within 30 days of receipt of any such statement or confirmation. You may call or write:

Customer Service  
Minnesota Lakes Bank  
PO Box 700  
Delano, MN 55328  
(763) 972-3385

as soon as you can, if you think your statement is wrong or if you need more information about a transfer covered by this agreement which is listed on the statement.

#### Limitations on Our Liability in Connection with Business Accounts

We will make every reasonable effort to provide full performance of our Online Banking system, and on a timely basis to resolve disputes that may arise. We will only be responsible for acting on instructions that we actually receive. We cannot assume responsibility for any malfunctions or capacity reductions or other problems in your equipment or in public communications networks not under our control that may affect the accuracy or timeliness of transactions you perform. Our only liability is to correct errors within our control. We are not responsible or liable to you for any loss, damage or injury caused by our Online Banking system. Neither will we be liable for any consequential, incidental, special, indirect or punitive loss or damage, including but not limited to dishonor of checks or other items or expenses which you may incur or suffer by reason of this agreement or the services we provide, whether or not the possibility or likelihood of such loss, damage, or expense is known to us.

WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES WE PROVIDE YOU UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### Other Services

We may provide you other services through our on-line banking platform which are not covered under this agreement. These services will have a separate agreement with specific terms and conditions.

#### Security Procedures

By entering into this agreement and using our Online Banking service to perform transactions from business accounts, you agree to comply with all of our present and future security procedures with respect to transactions and services covered by this agreement. This includes, but is not limited to, protection of access codes and other personal and business information. Our security procedures are contained in this agreement and in other written procedures we may provide to you.

You acknowledge receiving a copy in writing of our current security procedures in this agreement and other documents we may provide to you. You agree that our current security procedures are commercially reasona-



ble in the context of your business operations. We may at any time change our security procedures. We may advise you of such changes to the extent they affect your use of transactions and services under this agreement, but failure to do so will not affect your obligations or our rights. You agree to give all of our security procedures the highest level of confidentiality and to ensure that no access codes are used by or accessible to anyone other than persons you have authorized.

Notwithstanding any security procedure which may from time to time be in effect for detecting errors in transactions covered by this agreement, we have no duty to discover or report to you any such errors. Neither shall we be liable to you for the failure of such security procedure to detect such errors, regardless of the manner in which we apply such security procedures.

#### Indemnification

If you are a business entity or an individual performing transactions from a business account, you agree to indemnify us and hold us harmless from and against any and all claims, demands, expenses (including but not limited to reasonable attorney fees and costs), losses or damages claimed by any third parties (including but not limited to any company representatives or other persons authorized to perform transactions) arising out of (i) any transactions or attempted transactions covered by this agreement from a business account or (ii) your breach of this agreement.

#### **END OF SPECIAL PROVISIONS THAT APPLY ONLY TO BUSINESS ENTITIES OR INDIVIDUALS PERFORMING TRANSACTIONS FROM BUSINESS ACCOUNTS**

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#### Signatures

You agree to all of the provisions of this agreement (to the extent applicable as provided in this agreement) by any and all of the following means:

Using our Online Banking service to perform any transactions.

Physically signing this agreement.

Causing your company representative to physically sign this agreement, if you are a business entity.

Completing a separate electronic consent form to receive disclosures and enter into this agreement electronically.

Your electronic consent or use of our Online Banking service has the same effect as if you had signed this agreement with your physical signature or that of your authorized company representative.

Your physical signature, electronic consent, or use of our Online Banking service is also your acknowledgment that you have received a copy of this agreement in paper form, or if you have provided a separate electronic consent, in electronic form. If you are offered or provided an electronic copy of this agreement but would like to have a paper copy, please contact us by calling or writing:

Customer Service  
Minnesota Lakes Bank  
PO Box 700  
Delano, MN 55328  
(763) 972-3385

## **Minnesota Lakes Bank**

### **BILL PAYING AGREEMENT/DISCLOSURE**

This is your bill paying agreement with Minnesota Lakes Bank. You may use Minnesota Lakes Bank's bill paying service to direct Minnesota Lakes Bank to make payments from your designated checking account to the payees you choose in accordance with this agreement. The terms and conditions of this Agreement are in addition to the Account agreements, disclosures and other documents in effect from time to time governing your Account (the Account Rules).

"You" or "your" means each person who is authorized to use the service. "Payee" means anyone, including Minnesota Lakes Bank, you designate and Minnesota Lakes Bank accepts as a payee.

### **HOW TO SET UP PAYEES/PAYMENTS**

Complete a bill paying enrollment form. IF YOU WANT TO ADD A NEW PAYEE, USE "SET UP ACCOUNTS/PAYEE" ON THE INTERNET OR SPEAK TO A SERVICE REPRESENTATIVE. You may add a new fixed payment to a Payee, only if the Payee is on your authorized list of payees, and 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. Minnesota Lakes Bank reserves the right to refuse the designation of a Payee for any reason. Each Payee accepted by Minnesota Lakes Bank will be assigned a payee code. You may pay almost any payee you wish. There are several restrictions:

1. The merchant must be located in the United States;
2. Payments may not be remitted to tax authorities or government and collection agencies; 3) Payments may not be remitted to security companies, such as Ameritrade, for stock purchases or trade taxing authorities; and
3. Court directed payments are unauthorized (alimony, child support, or other legal debts).

Don't forget you can use this system to send payments to your son/daughter in college, pay your local orthodontist, credit cards, charitable donations, etc. A merchant is defined as anybody (company or individual) to whom you want to send money.

Minnesota Lakes Bank is not responsible if a Bill Payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a Payee or if you attempt to pay a Payee that is not on your Authorized Payee list.

### **THE BILL PAYING PROCESS**

#### **Single Payments**

A single payment will be processed on the business day (generally Monday through Friday, except certain bank holidays) that you designate as the payment's process date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is controlled by Minnesota Lakes Bank, is currently 3 pm CST. A single payment submitted after the cut-off time on the designated process date will be processed on the following business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's process date, the payment will be processed on the first business day following the designated process 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 process date is calculated for the next occurrence of the payment. If the calculated process date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

- Future-dated single payment and recurring payments scheduled with a send on date of a weekend or holiday are processed the business day following the scheduled, send-on date.

*Note: If your frequency settings for the recurring payment specify the 29<sup>th</sup>, 30<sup>th</sup>, or 31<sup>st</sup> as a particular day of the month for processing and that day does not exist in the month of the calculated process date, then the last calendar day of that month is used as the calculated process date.*

For Single and Recurring Payments, YOU MUST ALLOW AT LEAST FIVE (5) BUSINESS DAYS, PRIOR TO THE DUE DATE, for each bill payment to reach the Payee. Any bill payment can be changed or canceled, provided you access the Bill Pay Service prior to the cut-off time on the business day prior to the business day the bill payment is going to be initiated.

You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all bill payments requested, as well as, any other payment obligations you have to Minnesota Lakes Bank. Minnesota Lakes Bank reserves the right, without liability, to reject or reverse a bill payment if you fail to comply with this requirement or any other terms of this agreement. If you do not have sufficient funds in the Account and Minnesota Lakes Bank has not exercised its right to reverse or reject a bill payment, you agree to pay for such payment obligations on demand. You further agree Minnesota Lakes Bank, at its option, may charge any of your accounts with Minnesota Lakes Bank to cover such payment obligations.

Minnesota Lakes Bank reserves the right to change the cut-off time. You will receive notice if it changes.

#### **LIABILITY**

You are solely responsible for controlling the safekeeping of, and access to, your Access ID. You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify Minnesota Lakes Bank and arrange to change your PIN. You will be responsible for any Bill Payment request you make that contains an error or is a duplicate of another Bill Payment. Minnesota Lakes Bank is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment. Minnesota Lakes Bank is not liable for any failure to make a Bill Payment if you fail to promptly notify Minnesota Lakes Bank after you learn that you have not received credit from a Payee for a Bill Payment. Minnesota Lakes Bank is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the Minnesota Lakes Bank's agent. In any event, Minnesota Lakes Bank will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if Minnesota Lakes Bank has knowledge of the possibility of them. Minnesota Lakes Bank is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond Minnesota Lakes Bank's reasonable control.

#### **AMENDMENT AND TERMINATION**

Minnesota Lakes 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 Minnesota Lakes Bank's records, by posting notice in branches of Minnesota Lakes Bank, or as otherwise permitted by law.

Minnesota Lakes Bank has the right to terminate this Agreement at any time. You may terminate this Agreement by written notice to the Minnesota Lakes Bank. The Minnesota Lakes Bank is not responsible for any fixed payment made before the Minnesota Lakes Bank has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by the Minnesota Lakes Bank on your behalf.

**FEES**

Please refer to the Minnesota Lakes Bank [website](#) for price information.

Minnesota Lakes Bank reserves the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred.

Bill payments are processed by Electronic Fund Transfers (EFT). Please see the Electronic Fund Transfers Disclosure Statement included, or, received when you opened your account, which discloses important information concerning your rights and obligations.

## People Payments Service Agreement and Disclosure

### MINNESOTA LAKES BANK PEOPLE PAY PAYMENT AUTHORIZATION

I understand that by selecting the People Pay service through Minnesota Lakes Bank's Online Banking and accepting these terms and conditions, I authorize Minnesota Lakes Bank to post transactions generated by People Pay through my Minnesota Lakes Bank account to another account at a U.S. financial institution or PayPal™ for payment to another individual. I understand and agree that Minnesota Lakes Bank uses a variety of banking channels and facilities to make payments, but will ordinarily use an Automated Clearing House (ACH) Network for People Pay transactions. All payments to another person made through People Pay are subject to all terms and conditions within this Agreement and all other agreements connected with my accounts.

In addition, I understand that I may receive funds through the People Pay service from a payment generated by another individual. I hereby acknowledge that the receipt of money from another person is subject to the terms and conditions of other account agreements between me and Minnesota Lakes Bank.

I understand and agree that when I initiate a payment from my Minnesota Lakes Bank checking account using People Pay, the processing of the payment will begin and the debit from my account may occur immediately. Receipt of the funds by the recipient will be dependent on the acceptance of the payment by the recipient and whether information requested from the recipient has been provided. Payments sent via ACH may take 1-2 business days to be credited to the Recipient's account depending on the receiving financial institutions processing schedule.

I understand and agree that Minnesota Lakes Bank is relying upon the information I provide when originating a payment on my behalf. Any errors, including incorrect or inconsistent recipient names, email addresses, mobile phone numbers or account numbers are my responsibility. I understand and agree that Minnesota Lakes Bank has no responsibility to investigate discrepancies between names, email addresses, mobile phone numbers or account numbers. I further understand that financial institutions holding recipient accounts are not responsible for investigating discrepancies between names and numbers.

**CUT-OFF TIMES:** Depending on the type of payment method selected, payments conducted through People Pay may be completed in real time (i.e. instantaneously) or there may be a slight delay in the debiting and/or crediting of a particular account. You understand and acknowledge that there may be a delay in the debiting or receipt of funds through People Pay. For example, if you send money using the Send to Email or Mobile Number and the Recipient Chooses how the payment will be claimed, the debit for payment will occur when the payment is claimed.

**PEOPLE PAY LIMITATIONS:** There are transaction limits for payments to another person through the People Pay service. The limits are determined by your selected payment method, as described in the following table:

Method of Payment	Transaction Limit	Aggregate Limit Per Day *	Fee Paid by Sender
Account to Account (Recipient's enter Routing Transit and Account Number.)	\$2,000.00 per transaction	\$4,000.00 per day	No Fee
Send to Email or Mobile Number (Hereinafter referred to as "Recipient Chooses" – Check, A2A, PayPal)	\$2,000.00 per transaction	\$4,000.00 per day	No Fee
PayPal™ (Sender knows the Recipient's email address or mobile/cell phone and knows they have a PayPal account.)	\$2,000.00 per transaction	\$4,000.00 per day	No Fee

\*Aggregate Limit per Day is for all types combined.

**CANCELLATION OF PAYMENT:** A payment request that has been initiated through PayPal™ cannot be canceled once confirmed by the Sender to send the payment. Recipient Chooses payments may be canceled by the Sender while it is in an Unclaimed Status; it cannot be canceled if payment has been claimed, declined or expired. Inquiries on cancellations must be directed to Minnesota Lakes Bank Customer Support at (763) 972-3385 during normal business hours Monday thru Friday 8:30 AM to 5:00 PM.

**EXPIRED PAYMENTS:** Payments conducted through PayPal™ will not expire, as they happen in real time and will either succeed or fail immediately. If the recipient does not wish to open a PayPal™ account, you will have to allow the PayPal™ payment to expire (after 30 days) before the debited amount is returned to your account. Payments conducted through Recipient Chooses will expire in 10 calendar days; however, an alert regarding the upcoming expiration will be sent to both you as the sender and the recipient.

**REJECTIONS OF PAYMENTS:** Payments to another person may not be completed for various reasons, in our sole discretion. For example, if information provided for the recipient is inaccurate or if identity verification is not completed, the payment may be placed on hold or the amount of the payment may be returned to your account. Similarly, if you have insufficient funds in your accounts or the payment is otherwise prohibited by the terms of this Agreement, the payment may not be completed. An email alert will be sent notifying you of the error.

**INSUFFICIENT FUND:** You will reimburse Minnesota Lakes Bank immediately upon demand for any transaction amount delivered for which your account does not contain sufficient funds. In addition, you will reimburse us for any fees or costs we incur in attempting to collect any amounts from you. We are authorized to report the return of a transaction to any credit reporting agency.

**THIRD-PARTY FEES:** You understand and acknowledge that the use of third-party services (for example, PayPal™) may result in a payment fee being applied by the third-party vendor to any transferred funds. Such fees are governed by any agreements and disclosures provided by the applicable third-party vendor. Minnesota Lakes Bank is not liable or responsible for any such transaction fee.

**PROPRIETARY RIGHTS:** You acknowledge and agree that Minnesota Lakes Bank and parties within whom it has contracted own all rights in and to the People Pay service. As such, you understand that you are only allowed to use People Pay in the manner designated by this Agreement.

**TERMINATION:** Access to the People Pay service may be suspended or terminated at the discretion of Minnesota Lakes Bank at any time. Cancellation of the People Pay service is not required as it is a service provided through the Minnesota Lakes Bank Internet Banking connection. However, should you cancel your Internet Banking through Minnesota Lakes Bank; you will also disconnect any ability to continue making payments through the People Pay service.

## Account Agreement for MNLB MOBILE DEPOSIT

This MNLB MOBILE DEPOSIT User Agreement ("Agreement") contains the terms and conditions for the use of Minnesota Lakes Bank (MNLB) Mobile Deposit that Minnesota Lakes Bank or its affiliates "MNLB", "us," or "we" may provide to you "you," or "User". Other Agreements you have entered into with Minnesota Lakes Bank, including the Bank Service Agreement, as applicable to your Minnesota Lakes Bank account(s), are incorporated by reference and made a part of this Agreement.

### Definitions

"Term" means the term of this Agreement beginning as of the Service Start Date until terminated as provided herein.

"Service Start Date" means the date that the Service is first available to the Depositor.

"Capture Device" means any device acceptable to MNLB, that provides for the capture of images from original items and for transmission through a clearing process.

"Check" means an original check, as defined in Regulation CC and Check 21 and does not include a substitute check or a remotely created check.

"Service" means the Mobile Remote Deposit Capture Service that is designed to allow you to make deposits to your checking, savings, or money market savings accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to MNLB or MNLB's designated processor.

"Business day" means a business day in which the bank is open to the public for carrying on substantially all of its banking functions. Business day is the business day of the bank. Business days include all the days when offices of the bank are open for business to the public except Saturday, Sunday and Federal holidays. A business day includes all banking functions.

"Item" means an instrument or a promise or order to pay money handled by a bank for collection or payment. The term does not include a payment order governed by Article 4A or a credit or debit card slip.

"Remotely created check" means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn.

"Draft" means a check, draft or other order for payment of money drawn on a bank's fund. The payment of a bank draft is guaranteed to be available by the issuing bank.

"Time-out" means a period of non-use of the MNLB Mobile Deposit Service device used to capture images for transmission purposes.

The Mobile Remote Deposit Capture Services ("Service") are designed to allow you to make deposits to your checking, savings, or money market savings accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to MNLB or MNLB's designated processor.

### Conditions

As conditions to the Bank's provision of service, you must maintain the Account in good standing and comply with requirements and restrictions set forth in these Terms and Conditions, as well as those of the Deposit Account Agreement.

### Indemnification and Hold Harmless

FAILURE TO PROTECT YOUR HARDWARE AND SECURITY CREDENTIALS MAY ALLOW AN UNAUTHORIZED PARTY TO ACCESS THE SERVICE AND TRANSMIT AN ELECTRONIC ITEM FOR DEPOSIT. ALL USES OF THE SERVICE THROUGH YOUR SECURITY CREDENTIALS WILL BE DEEMED TO BE AUTHORIZED BY YOU AND BE BINDING UPON YOU. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT OR UNAUTHORIZED USE OF YOUR SECURITY CREDENTIALS AND INDEMNIFY AND HOLD MINNESOTA LAKES BANK HARMLESS FOR ANY UNAUTHORIZED USE OR LOSS. YOU AGREE TO (I) FOLLOW THE SAFETY AND SECURITY RULES FOR YOUR MOBILE DEVICE, (II) FOLLOW THE INSTRUCTIONS AND RECOMMENDATIONS THAT MINNESOTA LAKES



BANK PROVIDES YOU WITH RESPECT TO THE SERVICE AND (III) USE MAXIMUM CAUTION IN PROTECTING YOUR HARDWARE AND SECURITY CREDENTIALS FROM UNAUTHORIZED ACCESS. YOU AGREE TO NOTIFY MINNESOTA LAKES BANK IMMEDIATELY IF YOU BECOME AWARE OF ANY LOSS OR THEFT OF, OR ANY UNAUTHORIZED USE OF THE SERVICE OR YOUR SECURITY CREDENTIALS.

You will use the service only for paper items that are payable to, and endorsed by you.

You will properly secure all hardware you use in connection with the Service (including, but not limited to, securing the hardware with Security Credentials to prevent unauthorized use). You will maintain control over and be responsible for secure retention, storage, and destruction of original paper items for which you have created an Electronic Item. After transmitting the Electronic Item to us, you will retain the original paper items as discussed in the Disposal of Transmitted Items section of this document.

#### Safety and Security Rules for Your Mobile Device

Following these rules is important to ensure the safety and integrity of your deposited items and to protect your bank account, as you are liable for any negligence:

- Treat your mobile device with the same care as you do your personal computer.
- Avoid storing sensitive information, like passwords and Social Security numbers, on your phone.
- Password protect your mobile device and lock it when you are not using it.
- Be aware of your surroundings and do not type sensitive information where others can see you.
- Protect your phone from viruses and malware by installing mobile security software.
- Download the updates for your phone and mobile apps.
- If you change your phone number or lose your mobile device, let us know right away.
- Monitor your accounts regularly and report suspicious activity immediately.
- Always sign off completely when you finish using your mobile app; simply closing the browser is not enough.

1. **Acceptance of These Terms.** Your use of the Service constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via your MNLB Mobile Deposit log-in, by providing a revised Agreement or Addendum, and your continued use of the Service will indicate your acceptance of the revised Agreement. You will be prompted to accept or reject any material change to this Agreement the next time you use the Service after MNLB has made the change. Your acceptance of the revised terms and conditions along with the continued use of the Service will indicate your consent to be bound by the revised Agreement. Further, MNLB reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Service. Your continued use of the Service will indicate your acceptance of any such changes to the Service.
2. **Limitations of Service.** When using the Service, you may experience technical or other difficulties. At certain times the Service may not be available due to system maintenance or technical difficulties, including those of the wireless service provider, the software, or circumstances beyond our control. We will attempt to post alerts on our website or send you a text message to notify you of these interruptions in Service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you.
3. **Hardware and Software.** In order to use the Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by MNLB from time to time. MNLB is not responsible for any third party software you may need to use the Service. Any such software is accepted by you as

is and is subject to the terms and conditions of the software Agreement you enter into directly with the third party software provider at time of download and installation.

4. What are the technical requirements to use MNLB Mobile Deposit\*? Devices/features that deliver the best performance Operating system – iOS (9.0+) and tablet apps with iOS (7.1) Android OS (version 4.3+) and tablet apps with OS (4.0) Devices/features that do not support our apps, MNLB Mobile Deposit is unlikely to fix issues found on devices that do not meet the minimum qualifications as noted above.

\*For further explanation of technical requirements, see our FAQ at [mnlb.bank](http://mnlb.bank) for MNLB Mobile Deposit access.

5. Fees. Normal check charges will apply. Also wireless message and data rates may apply. Please check with your wireless service provider for access rates, texting charges, and other applicable fees. We may, upon at least 30 days prior notice to you, to the extent required by applicable law, change said fee for use of the Service. If you continue to use the Service after the fee becomes effective, you agree to pay the service fee that has been disclosed to you, as may be amended from time to time. Further, you will be required to designate an account at Minnesota Lakes Bank from which fees for the Service will be debited (your "Billing Account"). Any applicable fees for the Service may be changed by us at our discretion at any time upon at least 30 days prior notice to you, to the extent required by applicable law. If the Billing Account is closed, or if the Billing Account does not have sufficient available funds to cover the fees, you authorize us to charge any such fees to any other deposit account you maintain with us.
6. Eligible Items. You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to MNLB is converted to an image replacement document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code. You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:
  - Checks including but not limited to; money orders, cashier's checks, traveler's checks, insurance drafts or savings bonds.
  - Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
  - Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
  - Checks payable jointly, unless deposited into an account in the name of all payees.
  - Checks previously converted to a substitute check, as defined in Federal Reserve Board Regulation CC.
  - Checks drawn on a Bank located outside the United States.
  - Checks that are remotely created checks, as defined in Federal Reserve Board Regulation CC.
  - Checks not payable in United States currency.
  - Checks dated more than 6 months prior to the date of deposit.
  - Checks or items prohibited by MNLB's current procedures relating to the Service or which are otherwise not acceptable under the terms of your MNLB account.
  - Checks payable on sight or payable through Drafts, as defined in Federal Reserve Board Regulation CC.
  - Checks with any endorsement on the back other than that specified in this Agreement.

- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other Financial Institution.
7. Endorsement of Check. You agree to restrictively endorse any item transmitted through the Service as "FOR MOBILE DEPOSIT ONLY AT MNLB" followed by your signature on your account with MNLB or as otherwise instructed by MNLB. You agree to follow any and all other procedures and instructions for use of the Service as MNLB may establish from time to time.
  8. Receipt of Items. We reserve the right to reject any item transmitted through the Service at our discretion. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from MNLB that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account, at any time, any item that we subsequently determine was not an eligible item. You agree that MNLB is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.
  9. Availability of Funds. Federal Reserve Board Regulation CC (availability of funds) does not apply when you transmit the electronic images of items to MNLB. If an image of an item is received and accepted before 3:00 p.m. Central Time on a day on which we are open for business, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Service will generally be made available in one business day from the day of deposit. MNLB may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as MNLB, in its sole discretion, deems relevant.
  10. Disposal of Transmitted Items. Upon your receipt of a confirmation from MNLB that we have received an image that you have transmitted, you agree to retain the check for at least 3 calendar days from the date of the image transmission. After 3 days, you agree to destroy the check that you transmitted as an image, mark it "VOID," or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to MNLB upon request.
  11. Deposit Limits. We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. The current daily deposit limit is \$5,000 per business day for MNLB Mobile Deposit banking consumers and business customers. You can make up to (5) Mobile Deposits per business day, as long as the respective dollar limits are not exceeded. Customers should contact the bank for authorization to initiate deposits in excess of any limits.
  12. Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in MNLB's sole discretion subject to the Bank Service Agreement governing your account.
  13. Errors. You agree to notify MNLB of any suspected errors regarding items deposited through the Service right away, and in no event later than 30 days after the applicable MNLB account statement is sent. Unless you notify MNLB within 30 days, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against MNLB for such alleged error.
  14. Time-Out. It is understood that MNLB Mobile Deposit Service has a built-in time-out for security reasons. Said time-out feature will close the program after a period of time of non-use on the MNLB Mo-

Mobile Deposit Service. After said period of time, you will be required to log back into MNLB Mobile Deposit to complete your transaction. There is no automatic save feature and you will need to click the save feature that appears for saving any data for later use if prompted to do so.

15. Errors in Transmission. By using the Service you accept the risk that an item may be intercepted or misdirected during transmission. MNLB bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.
16. Image Quality. The image of an item transmitted to MNLB using the Service must be legible, as determined in the sole discretion of MNLB. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by MNLB, ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.
17. User Warranties and Indemnification. You warrant to MNLB that:
  - You will only transmit eligible items.
  - You will not transmit duplicate items.
  - You will not re-deposit or re-present the original item.
  - All information you provide to MNLB is accurate and true.
  - You will comply with this Agreement and all applicable rules, laws and regulations.
  - You are not aware of any factor which may impair the collectability of the item.
  - You agree to indemnify and hold harmless MNLB from any loss for breach of this warranty provision.
18. Cooperation with Investigations. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.
19. Termination. We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Service for any unauthorized or illegal purposes or you use the Service in a manner inconsistent with the terms of your Bank Service Agreement, or any other Agreement with us.
20. Enforceability. We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

21. How do I access MNLB Mobile Deposit\*
- Download the MNLB Mobile Deposit app on your iPhone, iPad, Tablet or Android from the link provided by MNLB.
  - Log into the MNLB Mobile Deposit app with your iPhone, iPad, Tablet or Android with your current on-line MNLB login credentials.
  - Acknowledge the MNLB Mobile Deposit Agreement, if you are prompted to do so.
  - Select the "deposit" option from the main menu.
22. For further instructions, see our FAQ at [mnlb.bank](http://mnlb.bank) for MNLB Mobile Deposit access or contact Minnesota Lakes Bank at 763-972-3385.
22. Ownership & License. You agree that MNLB retains all ownership and proprietary rights in the Service, associated content, technology, and website(s). Your use of the Service is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Service. Without limiting the restriction of the foregoing, you may not use the Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to MNLB's business interest, or (iii) to MNLB's actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service.
23. DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICE OR TECHNOLOGY WILL BE CORRECTED.
24. LIMITATION OF LIABILITY. YOU AGREE THAT WE, MNLB, WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES/FEEES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THESE SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF MNLB HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

PLEASE PRINT A COPY OF THIS AGREEMENT FOR YOUR RECORDS

# FACTS

## WHAT DOES MINNESOTA LAKES BANK DO WITH YOUR PERSONAL INFORMATION?

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>■ Social Security number and account balances</li> <li>■ Payment history and transaction or loss history</li> <li>■ Overdraft history and checking account information</li> </ul>
<b>How?</b>	All financial companies need to share <b>customers'</b> personal information to run their everyday business. In the section below, we list the reasons financial companies can share their <b>customers'</b> personal information; the reasons <b>Minnesota Lakes Bank</b> chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Minnesota Lakes Bank share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	No	We don't share
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	No	We don't share

<b>To limit our sharing</b>	<p>④ Call 763-972-3385</p> <p>■ Visit us online: <a href="http://www.mnlakesbank.com">www.mnlakesbank.com</a></p> <p><b>Please note:</b></p> <p>If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>
<b>Questions?</b>	Call 763-972-3385 or go to <a href="http://www.mnlakesbank.com">www.mnlakesbank.com</a>

## Who we are

Who is providing this notice?

Minnesota Lakes Bank

## What we do

How does **Minnesota Lakes Bank** protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

Non-public information means information about you that we collect in connection with providing a financial product or service to you.

How does **Minnesota Lakes Bank** collect my personal information?

We collect your personal information, for example, when you

- Open an account or apply for a loan
- Make a wire transfer or pay your bills
- Make deposits or withdrawals from your account

We also collect your personal information from others, such as a credit bureaus, affiliates, and other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

What happens when I limit sharing for an account I hold jointly with someone else?

Your choices will apply to everyone on your account unless you tell us otherwise.

## Definitions

**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include financial companies such as Wilcox Bancshares, Grand Rapids State Bank, and Northern Minnesota Abstract & Title Company.*

**Nonaffiliates**

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Minnesota Lakes Bank does not share with nonaffiliates so they can market to you.*

**Joint marketing**

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Minnesota Lakes Bank does not jointly market.*

## Other important information