

## **ONLINE BANKING AGREEMENT AND DISCLOSURE**

This Agreement and disclosure set forth your and our rights and responsibilities concerning the use of our Internet Banking Service. In this Agreement, the word "you" and "your" mean those who sign as applicants or any authorized user(s). The words "we," "us" "our" and "Bank" mean Minnwest Bank. "Transaction" means debits or credits on an account, including withdrawals, deposits, transfers and purchases. "Internet Banking Service" means the services.

## **OTHER AGREEMENTS**

The terms and conditions in this Agreement are in addition to any deposit account agreements you have with us, including signature cards, account terms and conditions, schedules, disclosures, and change of terms notices (the "Deposit Agreements"). The terms and conditions in this Agreement are also in addition to any loan or credit agreements you have with us, including documents containing terms and conditions, schedules, and disclosures (the "Loan Agreements"). Further, the terms and conditions in this Agreement are in addition to the terms and conditions of separate ACH agreements, wire transfer agreements, EFTPS tax payment agreements, disclaimers, and terms and conditions posted on our website, as may be amended from time to time, ("Additional Agreements"), and applicable laws and regulations.

## **ELECTRONIC FUNDS TRANSFER ACT**

Some of the transactions permitted through Internet Banking Service may be governed by the Electronic Funds Transfer Act (the "EFTA"), and some of the terms and conditions of this Agreement are disclosures required by the EFTA. Commercial account holders are not covered by the EFTA and therefore certain provisions will not be applied to commercial accounts.

## **JOINT ACCOUNTS**

The provisions of this Agreement apply if any of your accounts with us are joint accounts. As a holder of a joint account, you are jointly and severally liable under this Agreement. Each of you acting alone, may perform transactions, obtain information, stop or change payments or transfers, terminate this Agreement or otherwise transact business, take actions or perform under this Agreement. We are not required to obtain the consent of or notify any other joint account holder or you, about the action of the other. However, each of you will only be permitted to access accounts for which you are an owner, joint owner or authorized user.

Each of you individually releases us from liability and agrees not to make a claim or bring any action against us for honoring or allowing any actions or transactions where the person performing the action or transaction is one of you or is otherwise authorized to use your Internet Banking Service. Each of you agrees to indemnify us and hold us harmless from any and all liability (including, but not limited to, reasonable attorney's fees) arising from any such claims or actions.

## **COMPUTER REQUIREMENTS**

This Agreement between you and the Bank governs your use of the Bank's Internet Banking Service, defined as any electronic service provided by the Bank that permits you to access financial services or account information through the use of a personal computer. Access will be provided through the Worldwide Web of the Internet. You are solely responsible for the setup, installation, operation, and maintenance of the equipment you use to access the Internet Banking Service and for providing your own access to the Internet through the Internet Service Provider of your choice. Your browser must support at least 128-bit encryption. We are not responsible for the cost of upgrading your equipment to stay current with the Internet Banking Service. We are not responsible for any errors or failures from any malfunction of your computer and we are not responsible for any computer virus or related problems that may be associated with the use of your computer.

## **ACCESS/USE OF THE SERVICE**

To use the Internet Banking Service, you must have at least one deposit or loan account at the Bank

and access to Internet Banking Service. You may gain access to the following types of deposit and loan accounts using Internet Banking Service:

- Checking accounts.
- Savings accounts.
- Money market savings accounts.
- Certificates of deposit.
- Loan accounts.

In general, you will only be permitted to access accounts for which you are an owner, joint owner or authorized user. We may, however, in our sole discretion, deny account access or restrict account transactions under certain circumstances.

You will be required to be enrolled in online banking via [www.minnwestbank.com](http://www.minnwestbank.com). Once we have verified your account information, we will provide confirmation of our acceptance of your enrollment via mail.

The Bank will not be liable for any damage that you may suffer arising out of use, or inability to use, the services or products provided hereunder. The Bank will not be liable for unauthorized access to the Bank's transmission facilities or premise equipment or for unauthorized access to or alteration, theft or destruction of your data files, programs, procedures or information through accident, fraudulent means or devices, or any other method, regardless of whether such damage occurs as a result of the Bank.

In no event will the Bank be liable for any other damages, including but not limited to, loss of data, loss of revenue or profits, or for any other special, incidental, indirect or consequential damages, arising out of or in connection with the use of the Internet Banking Service or the Internet. Access to the services and the Internet cannot be guaranteed. You may be unable to access any Internet Service Provider or the Internet at any given time, and disconnecting may occur from time to time.

#### **GENERAL INTERNET BANKING SERVICES**

At the present time, the Bank's Internet Banking Service enables you to:

- Perform account inquiries on checking, savings, certificate of deposit and loan accounts.
- Obtain statement transaction detail on your checking and savings accounts.
- Sort and search information by account, date, amount, check number and transaction type.
- Transfer funds between your deposit accounts, make loan payments, and advance funds from a credit line internally between your Minnwest Bank accounts.
- Transfer funds via Transfer Now (external transfer) between your deposits accounts at Minnwest Bank and other banks or make your Minnwest Bank loan payment. Transfer Now is available for consumer customers only.
- Issue stop payment requests.
- Obtain product and interest rate information.
- Send electronic messages (E-Mail) to a Customer Service Representative at the Bank.
- Reorder checks.
- Request an address change.
- Establish alert notifications.

Commercial customers may be eligible to use the Internet Banking Service to:

- Initiate EFTPS tax payments.
- Perform ACH origination.
- Initiate wire transfers.

#### **ACCOUNT BALANCE INFORMATION**

Balances shown online are as of the close of business for the prior business day. Balances may include deposits subject to verification by us. Balances may differ from your records due to deposits in process, outstanding checks or other withdrawals, payments or charges. We have the right to cancel transactions if sufficient funds are not available in your account. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion

of the funds held until the hold expires.

### **BUSINESS DAYS/ HOURS OF OPERATION**

Internet Banking Service is generally available twenty-four (24) hours a day, seven (7) days a week, except during maintenance periods or due to an emergency. However, we only process transactions and update information on business days. Our business days are Monday through Friday, except Bank holidays. Any transaction, request or instruction made on a day that is not a business day will be delayed until the next business day.

### **CUT-OFF TIMES**

Transactions initiated through Internet Banking Service before 6:00 p.m. (Central Standard Time) on a business day are posted to your account the same day. This also includes transactions on HELOCs, Consumer real estate, closed-end, open-end line of credit and ready credit. Transactions completed after 6:00 p.m. (Central Standard Time) on a business day, Saturday, Sunday or Bank holiday, will be posted on the next business day. However, for the types of transactions noted below, the following alternative cut-off times apply. Transactions received after the noted cut-off time will be posted the following business day:

Wire transfers: 4:00 p.m.

ACH origination: 4:00 p.m.

Internet Banking Service identifies transactions based upon the User ID of the user who made the electronic transfer. Accordingly, you understand and acknowledge that the Internet Banking Service screens may not reflect transactions made by multiple users from the same account if different User IDs are used. You agree to communicate with any other persons with authorized access to accounts concerning any account transactions in order to avoid overdrafts.

### **FUNDS TRANSFER/TRANSACTION LIMITATIONS**

Your ability to transfer funds between certain accounts may be limited by federal law, as stated in the Deposit Agreements. Transfers from a savings account to another account or to third parties by preauthorized, automatic, computer or telephone transfer, transfers made in person, by messenger, by mail, at an ATM, by check, draft, debit card or similar order to a third party are unlimited. Fund transfers made using both Internet Banking Service and the other transfer methods described in the Deposit Agreements are unlimited.

We reserve the right to limit the frequency and dollar amount of transactions from your accounts for security reasons.

Each transfer made from a demand deposit account that triggers a line of credit is treated as a cash advance from that account and is subject to terms of the Loan Agreements.

Transactional information for your accounts is available for a minimum of thirty (30) days.

We may not immediately receive correspondence sent by you through E-Mail. Therefore, you should not rely on E-Mail if you need to communicate with us immediately. For example, if you need to report an unauthorized transaction, you must contact us immediately. We will not take actions based on E-Mail requests until we actually receive the message and have a reasonable opportunity to act.

If you have access to funds transfer features of the Internet Banking Service, which include loan payments, wire transfer, ACH transfer or the initiation of EFTPS tax payments, we may consider funds transfer requests received from you as having been authorized by you, and we shall be held harmless from executing any such funds transfer request.

You acknowledge that the ACH feature of Internet Banking Service is an alternate entry system for issuing fund transfer requests to the Automated Clearing House network. A separate ACH agreement between you and the Bank is required. This ACH agreement shall govern the acceptance and liability for all ACH transfer requests.

You acknowledge that the wire transfer feature of Internet Banking Service is an alternate entry system for issuing wire transfer orders between you and the Bank. A separate wire transfer agreement between you and the Bank is required. The wire transfer agreement shall govern the acceptance and liability for all wire transfer requests.

You acknowledge that the EFTPS tax payment feature of Internet Banking Service is an alternate entry system for issuing EFTPS tax payment orders between you and the Bank. A separate EFTPS tax payment agreement between you and the Bank is required. The EFTPS tax payment agreement shall govern the acceptance and liability for all EFTPS tax payment requests.

**Transfer Now Limits** (you will be notified if your limits are different):

Service	Transaction Limit Allowable	Daily Limit Allowable	Outstanding Limit Allowable	Monthly Limit Allowable
Next-Day Outbound	\$5,000.00	\$5,000.00	\$5,000.00	\$10,000.00
Next-Day Inbound	\$5,000.00	\$5,000.00	\$5,000.00	\$10,000.00
Standard Outbound	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Standard Inbound	\$10,000.00	\$10,000.00	\$10,000.00	\$20,000.00

**STOP PAYMENT REQUESTS**

You may initiate stop payment requests online only for paper checks you have written from your account (not electronic transactions, ACH or paper drafts initiated from a bill payment service). Normally, online payment requests made after 6:00 p.m. (Central Standard Time) Monday through Friday, or on a weekend, or holiday, may be processed the next businessday.

If you make your stop payment request online, you will receive a confirmation of your request within 10 days. If this information is NOT correct you will contact us immediately. Otherwise the order will remain in effect for 6 months.

No stop payment request will be deemed received by the Bank until the appropriate Bank employee has read and approved the stop payment request. No stop payment request will be effective against a check that has been paid prior to the time that the Bank both received the order and had a reasonable period of time to respond to the order. If you give us incorrect or incomplete information we are not responsible for failing to stop payment.

You will incur stop payment charges as disclosed in the current fee schedule for the applicable account.

**ACCOUNT ALERTS**

Alerts are messages sent to you from Minnwest Bank to notify you of account related or system related information. You determine the type of alerts that you want to receive by selecting and configuring each type of alert. You can select to have your alerts sent via email, text message to your wireless device and/or as a message to your online banking account. You are responsible for providing accurate contact information to receive alerts.

You must have email access and/or mobile text messaging capability. You are solely responsible for your choice of wireless carrier, internet or email service provider, web browser, voice/data plan, etc. Data and/or internet service provider fees may apply. Contact your mobile provider for further details. Alerts will not be encrypted, you are responsible to safeguard your mobile device, User ID and password against loss or theft. Minnwest Bank has no responsibility or liability to you or any other person in connection with any such messages you choose to save on your wireless device. If your device is lost or stolen, report it immediately to your wireless provider. This service can be cancelled at any time.

Minnwest Bank will make reasonable efforts to deliver notifications as designed, but does not guarantee delivery. Alerts may be subject to certain lag times or delays in transmission and Minnwest Bank makes no representation concerning either the timeliness or accuracy of any alert. Alerts are provided as a convenience only and should never be considered as an official bank record or as a replacement of periodic statements.

## **FEES AND CHARGES**

Fees payable by you for access to and use of the Internet Banking Service shall be at a rate specified in our fee schedule, which may be amended from time to time. We may change fees upon thirty (30) days prior written notice to you. You authorize us to deduct all applicable fees from any deposit account you have at the Bank. You are responsible for telephone and Internet service fees incurred in connection with using Internet Banking Service.

## **STATEMENTS**

You will not receive a separate Internet Banking Service statement. We will mail or deliver to you periodic statements for your accounts with the regularity provided for in the Deposit, Loan and Additional Agreements. In addition to reflecting your other account activity, the statements will include any transactions authorized using Internet Banking Service.

**Inactivity:** Your online banking access may be cancelled after 1 year of inactivity. If you do not log into your online banking account at least annually, your online banking account may be deleted. If you are signed up to receive online statements, that service will also be cancelled and your account will revert back to paper statements. There may be fees associated with the delivery of our paper statements and notices, refer to the Minnwest Bank Fee Schedule or contact Minnwest Bank for more information.

## **USER ID AND PASSWORD**

The User ID and password are issued to you for security purposes. You will be required to change your password upon your initial log-in to the Internet Banking Service, and agree to change it regularly thereafter. Upon three unsuccessful attempts to use your password, your access to the Internet Banking Service will be revoked. You must contact us to have your password reset or to obtain a new temporary password. You agree to keep your User IDs and passwords confidential to prevent unauthorized access to your accounts and to prevent unauthorized use of Internet Banking Service. You are responsible for any transactions, including charges or fees, made by another person if you provide User IDs or passwords to another person, even if that person is not an account holder, and that such transactions will be deemed to be "authorized transactions" under the EFTA.

To help safeguard passwords, you should change passwords frequently. You should create a password that uses both upper and lower case alpha and numeric characters for purposes of security. Your passwords should not be associated with any commonly known personal identification, such as social security numbers, addresses, dates of birth, or names of children. For security purposes, you should memorize passwords and not write them down. If you forget a password, you must contact us to have a new temporary password issued. It may take several days before you receive this temporary password.

## **SECURITY**

Your role in preventing misuse of your accounts through the Internet Banking Service is extremely important. You agree to promptly review your periodic statement as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your User ID and password are intended to provide security against unauthorized entry and access to your accounts. Do not leave your computer unattended while you are connected to the Internet Banking Service. Data transferred through the Internet Banking Service is encrypted in an effort to provide transmission security. The Internet Banking Service utilizes identification technology to verify that the sender and receiver of transmissions can be appropriately identified by each other. By combining the latest technology with authenticated access to the server, the Bank makes your Internet Banking sessions secure. You must acknowledge, however, that all data transfers, including electronic mail, occur openly on the Internet and could possibly be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Internet Banking Service, or E-Mail transmitted to and from us, will not be monitored or read by others.

## **BANK'S RESPONSIBILITIES**

We are responsible for completing transactions on time according to your properly entered and transmitted instructions. However, we will not be liable:

- If, through no fault of ours, you do not have sufficient funds in your account.
- If the funds in your account are subject to a dispute, legal process or other encumbrance, restricting such transaction.
- If your account has been closed.
- If the transaction would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts, or if the transaction exceeds the balance in your savings account that has been linked to your checking account for overdraft protection.
- If you have not properly followed software or Internet Banking Service instructions on how to do a transaction.
- If you have not given us complete, correct, and current instructions so that we can complete a transaction.
- If the terminal or system was not working properly and you knew about the problem when you started the transaction.
- If your negligence by sharing or handling of User IDs or passwords results in unauthorized account transactions.
- If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transaction, despite reasonable precautions that we have taken.
- There may be other exceptions to our liability as stated in the Deposit Agreements, Loan Agreements, and Additional Agreements.

### **NOTICE OF YOUR RIGHTS AND LIABILITIES**

Use of the Internet Banking Service requires a PASSWORD. You agree to keep your PASSWORD secret and to notify us immediately if your PASSWORD is lost or stolen or if you believe someone else has discovered your PASSWORD.

We may accept as authentic, any instructions given to us through the use of your PASSWORD. Therefore, you agree that if you give your PASSWORD or allow it to be given to someone else, you are authorizing them to act on your behalf, and we may accept any instructions they give us to make transfers or otherwise use the Internet Banking Service. The Internet Banking Service enables you to change your PASSWORD and we require that you do so regularly.

**Tell us AT ONCE if you believe your password has been lost or stolen, used without your authorization, or compromised in any way or, if someone has transferred or may transfer money from your accounts without your permission. Telephoning your bank listed at the end of this agreement during normal business hours is the best way of preventing possible losses.**

You could lose all the money in your account (plus your maximum overdraft line of credit, if any). If you tell us within sixty (60) days after you receive a statement that shows any transfers you did not make, you can lose no more than \$50 if someone uses your password without your permission.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (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 period.

The limitations on customer liability described in this paragraph do not apply to commercial accounts.

### **CONFIDENTIALITY**

The Bank may disclose information to third parties about your accounts. We have entered into an agreement to have another party provide the Internet Banking Service. We will provide this party with information about your accounts, transactions, and e-mailmessages.

We will disclose information to third parties about your accounts or the transactions you make:

- Where it is necessary to complete transactions.
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
- In order to comply with government agency or court orders.

- If you give us your written permission.
- As otherwise provided by law.

To protect your privacy, any information received by or processed through an electronic terminal shall be treated and used only in accordance with applicable law. This section does not limit, alter or amend the Bank's information handling practices and Privacy Policy. Please review the Bank's Privacy Policy for further details.

#### **DATA RECORDING**

When you contact Internet Banking Service to conduct transactions, the information and E-Mail messages you enter may be recorded. By using Internet Banking Service, you consent to such recording.

#### **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUND TRANSFERS**

If you think your statement is wrong, or if you need more information about a transaction listed on the statement, please use your bank's contact information as listed at the end of this agreement.

#### **ADDITIONAL ERROR RESOLUTION PROCEDURES FOR NON-COMMERCIAL ACCOUNTS**

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.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is in 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. If we decide to do this, we will credit your account within ten (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 questions in writing and we do not receive it within ten (10) business days, we may not credit your account. If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the error involves a new account. For errors involving new accounts, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

#### **LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTY**

The Bank will be responsible for acting only on those instructions sent through the Internet Banking Service which are actually received and cannot assume responsibility for malfunctions in communications facilities not under its control that may affect the accuracy or timeliness of messages you send. The Bank is not responsible for any losses or delays in transmission of instructions arising out of the use of any Internet Service Provider or caused by any browser software. Any information you receive from the Bank can only be provided on a best-efforts basis for your convenience and is not guaranteed. The Bank is not liable for any deficiencies in the accuracy, completeness, availability or timeliness of such information or for any investment or other decision made using this information. The Bank is not responsible for any computer virus or related problems that may be attributable to the Internet Banking Service or to any services provided by any Internet Services Provider.

**YOU AGREE THAT NEITHER THE BANK NOR ANY PERSON OR COMPANY ASSOCIATED WITH THE BANK SHALL BE LIABLE FOR ANY DAMAGE RESULTING FROM YOUR USE OR INABILITY TO USE OUR WEBSITE, THE PRODUCTS OR SERVICES PROVIDED ON OUR WEBSITE, OR THE MATERIALS ON OUR WEBSITE. THIS PROTECTION COVERS CLAIMS BASED ON WARRANTY, CONTRACT, TORT AND ANY OTHER LEGAL THEORY. THIS PROTECTION COVERS THE BANK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL PROVIDERS MENTIONED ON OUR WEBSITE. THIS PROTECTION COVERS ALL LOSSES INCLUDING, WITHOUT LIMITATION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL,**

**CONSEQUENTIAL AND PUNITIVE DAMAGES, PERSONAL INJURY/WRONGFUL DEATH, LOST REVENUE OR PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION.**

**THE TOTAL LIABILITY OF THE BANK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND PROVIDERS, IF ANY, FOR LOSSES OR DAMAGES SHALL BE LIMITED TO THE AMOUNT OF YOUR ACTUAL DAMAGES, NOT TO EXCEED U.S. \$100.00. THE LIMIT OF LIABILITY MAY NOT BE EFFECTIVE IN SOME STATES. IN NO EVENT SHALL THE BANK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR PROVIDERS BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES OTHER THAN THE AMOUNT DESCRIBED ABOVE. ALL OTHER DAMAGES, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE, RESULTING FROM ANY USE OF OUR WEBSITE OR MATERIALS ARE EXCLUDED EVEN IF THE BANK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**INDEMNIFICATION**

If you use or misuse our website in a way that causes a lawsuit or other claim of injury against the Bank, you have certain responsibilities. You agree to defend, indemnify and hold the Bank harmless from and against any claims, actions or demands, liabilities and settlements. This indemnification also covers the Bank's officers, directors, employees, agents, and suppliers. Your indemnification includes, without limitation, the costs of reasonable legal and accounting fees.

#### **USE OF MATERIALS ON THIS OUR WEBSITE**

The materials on our website belong to the Bank. There are some important rules about copying these materials. You may download or print one copy of the materials on our website, but only for your personal, noncommercial use. When you download or print a copy of the materials on our website, you must also include all copyright and other notices that are in the materials, including the copyright notice on the bottom of the page.

The materials on our website are protected by United States and foreign copyright laws. If you use the materials in a way that is not clearly allowed by this Agreement, you are violating your contract with us and may be violating copyright, trademark, and other laws. In that case, we automatically revoke your permission to use the materials and you must immediately destroy any copies you have made. Title to the materials remains with us or with the authors of the materials contained on our website. All rights not expressly granted are reserved.

#### **THIRD PARTY SOFTWARE - VIRUS PROTECTION**

The Bank makes no representations or warranties regarding the accuracy, functionality, or performance of a third party software that may be used in conjunction with the Internet Banking Service. The Bank is not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their PC and diskettes using a reliable virus product to detect and remove any viruses. Undetected or unrepaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

#### **LINKS TO OTHER SITES**

Our website may contain links to websites not operated by the Bank. We provide these links for your convenience, but we do not review, control, or monitor the materials on any other websites. We do not control, guarantee, endorse or have any responsibility for the content, recommendations, products or services provided by the linked sites. We are not responsible for the performance of those sites or for your business dealings with them. We are not liable for any failure of products and services advertised on those sites. Your use of other websites is subject to the terms of use of those sites, including the privacy policies of those sites. Further, any of the linked websites may provide less security than the Bank's website.

#### **ADVERTISING**

Our website may include advertisements for products or services offered by other companies. The Bank may receive payment from these advertisers. We do not allow advertisers to have any influence on the information we provide. Although we believe you may find that information offered by advertisers is helpful, the Bank does not endorse or guaranty any product or service offered by advertisers. Our website includes promotional material about the Bank's products and services.



## **YOUR FEEDBACK, COMMENTS AND IDEAS**

While the Bank is pleased to receive feedback, comments and ideas from visitors to its website, we want you to understand that any information that you submit through the website will be considered non-personal, non-confidential, and non-proprietary (other than personal information, as that term is defined in our Privacy Statement). If you transmit any ideas, information, concepts, know-how or techniques or materials to us through our website, you hereby grant the Bank an unrestricted, royalty-free, irrevocable license to use, reproduce, display, perform, modify, transmit and distribute them, and agree that the Bank is free to use them for any purpose.

## **SEVERABILITY**

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable.

## **JURISDICTION AND VENUE**

You agree that the only proper jurisdiction and venue for any dispute with the Bank, or in any way relating to your use of Internet Banking Service, is in the state and federal courts in the State of Minnesota, U.S.A. You further agree and consent to the exercise of personal jurisdiction in these courts in connection with any dispute involving the Bank or its affiliates, employees, officers, directors, agents, and providers.

This Agreement is governed by the internal substantive laws of the State of Minnesota, without respect to its conflict of laws principles, and the federal laws of the United States.

## **WAIVER**

Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and signed by an authorized officer of the Bank, and shall not constitute a waiver of any other or subsequent default or breach.

## **ASSIGNMENT**

The Bank may assign its rights and delegate its duties under this Agreement to a company affiliated with the Bank or to any other party. You may not assign any of your rights or duties under this Agreement at any time.

## **ENTIRE AGREEMENT**

Except as set forth in the paragraph above on Other Agreements, this Agreement, together with the Enrollment Form and Schedule of Fees and Charges, is the entire agreement between you and the Bank regarding your use of the Internet Banking Service, and it supersedes any prior discussions and agreements between you and the Bank regarding your use of the Internet Banking Service, and supersedes any marketing or other similar material pertaining to the Internet Banking Service delivered to you in writing, verbally or obtained at any Bank site or the site of any Internet Service Provider.

## **CHANGE IN TERMS**

We may amend this Disclosure and/or Agreement at any time. We may also change the Internet Banking Service, including fees, at any time. If we change any term(s) or condition(s) that would result in a greater cost or liability to you or decrease access to your accounts, we will notify you at least thirty (30) days in advance. Notices mailed or delivered to you under this paragraph will be considered effective if mailed to the most recent address we show for you on the account records, sent to the E-Mail address which you authorized to receive such notices and/or disclosures or by posting the required notice on our website. You understand that by using the Internet Banking Service after you have been notified of the change, and after the change becomes effective, you are agreeing to the change.

We do not need to provide you with any prior notice where an immediate change in the terms or conditions of the Agreement is necessary to maintain or restore the security of our system or an account. However, in these cases, if the change is to be made permanent, we will provide you with a notice of the change with the next regularly scheduled periodic statement we send you if practicable, or within thirty (30) days, unless disclosure would jeopardize the security of our system or an account.

You agree that changes to fees applicable to specific accounts are governed by the applicable Deposit Agreements, Loan Agreements, Additional Agreements, Schedules and disclosures.

## **TERMINATION**

You or the Bank may terminate this Agreement and your Internet Banking Service subscription at any time upon giving notice of the termination to the other party. If you terminate Internet Banking Service, you authorize the Bank to continue transactions you have previously authorized and continue to charge monthly fees until such time as we have had a reasonable opportunity to act upon your termination notice. Once we have acted upon your termination notice, we will make no further transactions, including transactions you previously authorized. If we terminate your use of Internet Banking Service, we reserve the right to make no further transactions, including any transactions you have previously authorized. If the Internet Banking Service is terminated by either party, we are not liable for any losses related to payments not made as a result of termination, for example, re-occurring payments that are not made.

You may cancel your Internet Banking Service at any time by providing a written notice via postal mail to your bank's contact information as listed at the end of this agreement.

## **COMMUNICATION**

Unless this Agreement provides otherwise, you can communicate with your bank in any one of the following ways: (email, U.S. postal mail or telephone)

## **MINNWEST BANK LOCATIONS**

Please visit our bank website [www.minnwestbank.com](http://www.minnwestbank.com) or email [customerservice@minnwestbankgroup.com](mailto:customerservice@minnwestbankgroup.com) for a complete listing of our branch locations.

## **MEMBER FDIC**

## **RETENTION**

This Agreement should be printed and retained for future reference.

## **CONSENT TO ELECTRONIC DELIVERY OF NOTICES**

You agree that any notice or other type of communication provided pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Internet Banking Service website or by E-Mail. You agree to notify us immediately of any change in your E-Mail address.

**IF YOU WISH TO ESTABLISH THE INTERNET BANKING SERVICE WITH THE BANK AND IF ALL OF THE FOREGOING IS ACCEPTABLE TO YOU, YOU MAY PROCEED TO COMPLETE THE REQUIRED APPLICATION. HOWEVER, BY SUBMITTING AN INTERNET BANKING SERVICE APPLICATION TO THE BANK, YOU WILL BE ACKNOWLEDGING AND AGREEING TO THE TERMS AND CONDITIONS OUTLINED IN THIS AGREEMENT.**

**IF YOU WISH TO PROCEED TO THE APPLICATION, PLEASE INDICATE THAT YOU HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT, AND THAT YOU INTEND TO CREATE A VALID AND BINDING LEGAL CONTRACT BETWEEN YOU AND THE BANK BY SELECTING THE APPROPRIATE LINK BELOW.**

## ELECTRONIC FUND TRANSFERS

The Electronic Fund Transfers we are capable of handling for consumers are indicated below, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

**Electronic Fund Transfers Initiated By Third Parties.** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking or savings account(s).
- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds. You may make electronic payment of charges for checks returned for insufficient funds from your deposit accounts.

**Telephone Transfers - types of transfers** - You may access your account by telephone at 888-616-2265 using your personal identification number (PIN), a touch tone phone, and your account numbers, to:

- transfer funds from checking to savings
- transfer funds from savings to checking
- make payments from checking to loan accounts with us
- get information about:
  - the account balance of checking account(s)
  - the account balance of savings account(s)
- verify the last date and amount of your payroll deposit
- receive fax on account transactions
- determine if a check has cleared your account
- obtain balance, loan account, rate and product information

**ATM Transfers - types of transfers and dollar limitations** - You may access your account(s) by ATM using your Mastercard® ATM/Debit Card and personal identification number, to:

- get cash withdrawals from checking account(s) with an ATM/Debit Card
  - you may withdraw no more than \$500.00 per day (if your limit is different, you will be notified)
- get cash withdrawals from savings account(s) with an ATM/Debit Card
  - you may withdraw no more than \$500.00 per day (if your limit is different, you will be notified)
- transfer funds from savings to checking account(s) with an ATM/Debit Card
- transfer funds from checking to savings account(s) with an ATM/Debit Card
- transfer funds from Ready Credit Line to checking account(s) with an ATM/Debit Card
- get information about:
  - the account balance of your checking account(s)
    - with an ATM/Debit Card
  - the account balance of your savings account(s)
    - with an ATM/Debit Card
- make payments from your deposit accounts to loan account(s)
  - with an ATM/Debit Card

Some of these services may not be available at all terminals.

**Types of Mastercard ATM/Debit Card Point-of-Sale Transactions** - You may access your checking account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept. **Point-of-Sale Transactions - dollar limitations** - Using your card:

- you may not exceed \$1,500.00 in transactions per day (if your limit is different, you will be notified)
- you may withdraw cash from your deposit accounts

**Currency Conversion and Cross-Border Transaction Fees.** If you effect a transaction with your Mastercard ATM/Debit Card in a currency other than US Dollars, Mastercard will convert the charge into a US Dollar amount. The Mastercard currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by Mastercard. The exchange rate Mastercard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account.

Mastercard charges us a Currency Conversion Assessment of 20 basis points (.2% of the transaction) for performing the currency conversion. In addition, Mastercard charges us an Issuer Cross-Border Assessment of 90 basis points (.9% of the transaction) on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction processed through the Global Clearing Management System or the Mastercard Debit Switch in which the country of the merchant is different than the country of the cardholder.

**Advisory Against Illegal Use.** You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

**Computer Transfers - types of transfers** - You may access your account(s) by computer through the internet by logging onto our website at [www.minnwestbank.com](http://www.minnwestbank.com) and using your user identification and password, to:

- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from line of credit to checking
- transfer funds from line of credit to savings
- make payments from checking to loan account(s) with us
- make payments from checking to third parties
- make payments from savings to loan account(s) with us
- get information about:
  - the account balance of checking account(s)
  - the account balance of savings account(s)
- get loan account information, stop payment requests, ACH origination, wire transfers, and EFT tax payments
- order checks, obtain statement copies, establish alert notification
- Transfer Now (external transfer) transactions

**Mobile Banking Transfers - types of transfers and dollar limitations** - You may access your account(s) by downloading our mobile banking app and using your password and user name, to:

- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from line of credit to checking
- transfer funds from line of credit to savings
- make payments from checking to loan account(s) with us
- make payments from savings to loan account(s) with us
- make payments from checking to online bill pay
- make payments from savings to online bill pay
- get information about:
  - the account balance of checking account(s)
  - the account balance of savings account(s)
- make mobile deposits
  - you cannot deposit more than \$2,500.00 per deposit (you will be notified if the limit is different)
  - you cannot deposit more than \$2,500.00 per day (you will be notified if the limit is different)
- Transfer Now (external transfer) transactions

You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

**General Limitations.** In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- Transfers or withdrawal from a savings account to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party, are unlimited.

**Health Savings Accounts (HSA).** We permit some electronic fund transfers to and/or from your HSA. The electronic fund transfers we permit are offered for the convenience of managing your HSA. However, electronically moving funds to or from your HSA – for example, depositing more than the allowable amount, or getting additional cash back on an HSA debit card transaction – can raise a variety of tax concerns. As a result, before electronically accessing any account you may have with us, it is a good practice to make sure you are using the correct access device (such as a card) or accessing the appropriate account for the transaction. Also, it is your responsibility to ensure the contributions, distributions, and other actions related to your HSA, comply with the law, including federal tax law. As always, we recommend consulting a legal or tax professional if you have any questions about managing your HSA. The terms of this disclosure are intended to work in conjunction with the HSA Agreement provided to you earlier. In the event of a conflict, the terms of the HSA Agreement control. You understand that your HSA is intended to be used for payment of qualified medical expenses. It is your responsibility to satisfy any tax

liability resulting from use of your HSA for any purpose other than payment or reimbursement of qualified medical expenses. We do not monitor the purpose of any transaction to or from your HSA. Nor are we responsible for ensuring your eligibility for making contributions or ensuring withdrawals are used for payment or reimbursement of qualified medical expenses. Refer to your HSA Agreement for more information relating to the use of your HSA.

#### **Termination -**

- You may terminate the electronic fund transfer agreement by written notice to us.
- We may terminate the electronic fund transfer agreement by written notice to you.

#### **FEES**

- We do not charge for direct deposits to any type of account.
- We do not charge for preauthorized payments from any type of account.
- Transfer Now (external transfer) fees and charges: Free standard delivery (up to 3 business days) or \$3.00 per transaction for next day delivery.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

**ATM Operator/Network Fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

#### **DOCUMENTATION**

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 507-637-5731 to find out whether or not the deposit has been made.
- **Periodic statements.** You will get a monthly account statement from us for your checking accounts. You will get a monthly account statement from us for your savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

#### **PREAUTHORIZED PAYMENTS**

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:  
Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.  
We will charge you \$35.00 for each stop-payment order you give.
- **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

#### **FINANCIAL INSTITUTION'S LIABILITY**

**Liability for failure to make transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions.

We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

#### **CONFIDENTIALITY**

We will disclose information to third parties about your account or the transfers you make:

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

#### **UNAUTHORIZED TRANSFERS**

**(a) Consumer liability. Generally.** Tell us at once if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check.

Telephoning is the best way of keeping your possible losses down. You could lose all of the money in your account (plus your maximum overdraft line of credit). We will be liable for all unauthorized transfers unless the

unauthorized transfer was due to the loss or theft of your card and/or code. If due to the loss or theft of your card and/or code, and you notify us within 60 days of when the unauthorized transfer appears on the statement you can lose no more than \$50 if someone used your card and/or code without permission.

If you do **NOT** notify us within 60 days after the unauthorized transfer appears on your statement, and we prove that we could have stopped someone from using your card and/or code without your permission if you had told us within 2 days of when you discover the loss or theft of your card and/or code, you could lose as much as \$500 for unauthorized transfers that appear on the statement.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

• *Additional Limits on Liability for Mastercard ATM/Debit Card.* You will not be liable for any unauthorized transactions using your Mastercard ATM/Debit Card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

• See additional information on the Minnwest Bank Card Agreement. The Minnwest Bank Card Agreement will be mailed to you with the new card.

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

#### **RIGHT TO BRING CIVIL ACTION**

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

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

#### **TIME NEEDED TO COMPLETE TERMINAL TRANSACTIONS**

- Withdrawals made at a terminal will normally be completed and charged to your account on the same business day, if the transaction occurs before 6:00 pm Central Time Monday - Friday.
- Transfers between accounts will normally be completed on the same business day, if the transaction occurs before 6:00 pm Central Time Monday - Friday.

#### **POINT-OF-SALE TRANSACTIONS**

Payment for goods or services made in this manner shall not affect any of the rights, protections, or liabilities in existing law concerning a cash or credit sale made by means other than through the use of a terminal.

You cannot reverse a point-of-sale transaction.

#### **ERROR RESOLUTION NOTICE**

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

MINNWEST BANK

300 SOUTH WASHINGTON, P.O. BOX 439

REDWOOD FALLS, MN 56283

Business Days: Monday through Friday

Excluding Federal Holidays

Phone: 507-637-5731

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

## **Minnwest Bank Account to Account Transfer Terms of Service**

**1. Introduction.** This Account to Account Transfer Terms of Service document (hereinafter "Agreement") is a contract between you and Minnwest Bank (hereinafter "we" or "us") in connection with the Account to Account Transfer Service (as defined below) offered through our online banking site or mobile applications (the "Site"). This Agreement applies to your use of the Account to Account Transfer Service and the portion of the Site through which the Account to Account Transfer Service is offered.

**2. Description of Account to Account Transfer Service.** The Account to Account transfer service (the "Account to Account Transfer Service") enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand.

### **3. Definitions.**

- a. "Account" means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.
- b. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- c. "Affiliates" are companies related by common ownership or control.
- d. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- e. "Eligible Transaction Account" is a transaction account from which your transfers will be debited, your Account to Account Transfer Service fees, if any, will be automatically debited, or to which transfers and credits to you will be credited, that is eligible for the Account to Account Transfer Service. An Eligible Transaction Account shall be limited to a checking, money market or savings account that you hold with us.
- f. "External Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.
- g. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- h. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Account to Account Transfer Service to you on our behalf.
- i. "Transfer Instruction" is a specific information provided for a transfer to be made that you provide to the Account to Account Transfer Service for a transfer of funds.

**4. Service Providers.** We are offering you the Account to Account Transfer Service through one or more Service Providers that we have engaged to render some or all of the Account to Account Transfer Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Account to Account Transfer Service to you, we are the sole party liable to you for any payments or transfers conducted using the Account to Account Transfer Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Account to Account Transfer Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

### **5. Authorization and Processing.**

- a. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the

External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.

- b. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 9 (Account to Account Transfer Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 9 (Account to Account Transfer Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds.
- c. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
  1. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
  2. The Account to Account Transfer Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
  3. The transfer is refused as described in Section 10 (Refused Transfers) below;
  4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,
  5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
- d. It is your responsibility to ensure the accuracy of any information that you enter into the Account to Account Transfer Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

**6. Transfer Methods and Amounts.** There are limits on the amount of money you can send or receive through our Account to Account Transfer Service. Your limits may be adjusted from time-to-time in our sole discretion. You may have the ability to log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Account to Account Transfer Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you.

**7. Transfer Cancellation Requests.** You may cancel a transfer at any time until it begins processing (as shown in the Account to Account Transfer Service). We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Account that we debited for the funds transfer. If this is unsuccessful (for example, the Eligible Transaction Account has been closed) we will make reasonable attempts to otherwise return the funds to you.

**8. Stop Transfer Requests.** If you desire to stop any transfer that has already been processed, you must contact customer care for the Account to Account Transfer Service pursuant to Section 26 (Errors, Questions, and Complaints). Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

**9. Account to Account Transfer Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Account to Account Transfer Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Account to Account Transfer Service or Site. Any applicable fees will be charged regardless of whether the Account to Account Transfer Service was used, except for fees that are specifically use-based. Use-based fees for the Account to Account Transfer Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Account to Account Transfer Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access



fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 22 (Failed Or Returned Transfer Instructions) applies if you do not pay our fees and charges for the Account to Account Transfer Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; Section 22 (Failed Or Returned Transfer Instructions) should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

**10. Refused Transfers.** We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.

**11. Returned Transfers.** In using the Account to Account Transfer Service, you understand transfers may be returned for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer and credit your Account from which you attempted to transfer funds. You may receive notification from us.

**12. Notices to Us Regarding the Account to Account Transfer Service.** Except as otherwise stated below, notice to us concerning the Site or the Account to Account Transfer Service must be sent by postal mail to:

Minnwest Bank  
300 South Washington St.  
P.O. Box 439  
Redwood Falls, MN 56283-0439.

We may also be reached at 844-869-7851 for questions and other purposes concerning the Account to Account Transfer Service. We will act on your telephone calls as described below in Section 26 (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

**13. Notices to You.** You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Account to Account Transfer Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Account to Account Transfer Service setup or customer profile. For example, users of the Account to Account Transfer Service may receive certain notices (such as notices of processed Transfer Instructions, alerts for validation and notices of receipt of transfers) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the Account to Account Transfer Service if you withdraw your consent to receive electronic communications.

**14. Text Messages, Calls and/or Emails to You.** By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

**15. Receipts and Transaction History.** You may view your transaction history by logging into the Account to Account Transfer Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

**16. Your Privacy; Privacy of Others.** Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information. If you receive information about another person through the Account to Account Transfer Service, you agree to keep the information confidential and only use it in connection with the Account to Account Transfer Service.

**17. Eligibility.** The Account to Account Transfer Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Account to Account Transfer Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Account to Account Transfer Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

**18. Prohibited Transfers.** The following types of transfers are prohibited through the Account to Account Transfer Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such transfers:

- a. Transfers to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Transfers that violate any law, statute, ordinance or regulation; and
- c. Transfers that violate the Acceptable Use terms in Section 19 (Acceptable Use) below; and
- d. Transfers related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
- e. Transfers related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- f. Transfers relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges, or check cashing, or (6) provide credit repair or debt settlement services; and
- g. Transfers relating to tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited transfers. We encourage you to provide notice to us by the methods described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above of any violations of the Agreement generally.

**19. Acceptable Use.** You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Account to Account Transfer Service, regardless of the purpose of the use, and for all communications you send through the Account to Account Transfer Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Account to Account Transfer Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Account to Account Transfer Service or the portion of the Site through which the Account to Account Transfer Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Account to Account Transfer Service, or interfere or attempt to interfere, with the Site or the Account to Account Transfer Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above of any violations of the Agreement generally.

**20. Your Liability for Unauthorized Transfers.** Immediately following your discovery of an unauthorized Transfer Instruction, you shall communicate with customer care for the Account to Account Transfer Service in the manner set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. You acknowledge and agree that time is of the essence in such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Account to Account Transfer Service has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may in our sole discretion extend the period.

**21. Taxes.** It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

**22. Failed or Returned Transfer Instructions.** In using the Account to Account Transfer Service, you are requesting that we or our Service Provider attempt to make transfers for you from your Eligible Transaction Account. If the Transfer Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Transfer Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the transfer), the Transfer Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Transfer Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse our Service Provider immediately upon demand the amount of the Transfer Instruction if the transfer has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
- b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Transfer Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the transfer, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;
- c. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

**23. Address or Banking Changes.** It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Account to Account Transfer Service, changes may be able to be made within the user interface of the Account to Account Transfer Service or by contacting customer care for the Account to Account Transfer Service as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Transfer Instructions or contact information.

**24. Information Authorization.** Your enrollment in the applicable Account to Account Transfer Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Account to Account Transfer Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Account to Account Transfer Service, to authenticate you when you log in, to send you information about the Account to Account Transfer Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Account to Account Transfer Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Account to Account Transfer Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Account to Account Transfer Service.

- a. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
- b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or

abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

**25. Account to Account Transfer Service Termination, Cancellation, or Suspension.** If you wish to cancel the Account to Account Transfer Service, you may contact us as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. Any transfer(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Account to Account Transfer Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

**26. Errors, Questions, and Complaints.**

- a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above.
- b. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must:
  1. Tell us your name;
  2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
  3. Tell us the dollar amount of the suspected error.
- c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

**27. Intellectual Property.** All marks and logos related to the Account to Account Transfer Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Account to Account Transfer Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Account to Account Transfer Service, the portion of the Site through which the Account to Account Transfer Service is offered, the technology related to the Site and Account to Account Transfer Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Account to Account Transfer Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

**28. Links and Frames.** Links to other sites may be provided on the portion of the Site through which the Account to Account Transfer Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Account to Account Transfer Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to

the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

**29. Password and Security.** If you are issued or create any password or other credentials to access the Account to Account Transfer Service or the portion of the Site through which the Account to Account Transfer Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Account to Account Transfer Service without your consent, you must inform us at once at the telephone number provided in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. See also Section 20 (Your Liability for Unauthorized Transfers) above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

**30. Amendments.** We may amend this Agreement and any applicable fees and charges for the Account to Account Transfer Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Account to Account Transfer Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Account to Account Transfer Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Account to Account Transfer Service, and/or related applications and material, and limit access to only the Account to Account Transfer Service's more recent revisions, updates, upgrades or enhancements.

**31. Our Relationship With You.** We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Account to Account Transfer Service. We do not have control of, or liability for, any products or services that are paid for with our Account to Account Transfer Service. We also do not guarantee the identity of any user of the Account to Account Transfer Service (including but not limited to recipients to whom you send transfers).

**32. Assignment.** You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

**33. Remedies.** If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Account to Account Transfer Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Account to Account Transfer Service for any reason or no reason and at any time. The remedies contained in this Section 33 are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

**34. Disputes.** In the event of a dispute regarding the Account to Account Transfer Service, you and we agree to resolve the dispute by looking to this Agreement.

**35. Arbitration. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.**

**36. Law and Forum for Disputes.** Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you

may have against us (other than those which are arbitrated under Section 35 (Arbitration) above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 35 (Arbitration) of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates arising under this Agreement.

**37. Indemnification.** You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Account to Account Transfer Service.

**38. Release.** You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Account to Account Transfer Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

**39. No Waiver.** We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

**40. Exclusions of Warranties.** THE SITE AND ACCOUNT TO ACCOUNT TRANSFER SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR ACCOUNT TO ACCOUNT TRANSFER SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

**41. Limitation of Liability.** THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE ACCOUNT TO ACCOUNT TRANSFER SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE ACCOUNT TO ACCOUNT TRANSFER SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE ACCOUNT TO ACCOUNT TRANSFER SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE ACCOUNT TO ACCOUNT TRANSFER SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE ACCOUNT TO ACCOUNT TRANSFER SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE ACCOUNT TO ACCOUNT TRANSFER SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 35 AND 36 ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

**42. Complete Agreement, Severability, Captions, and Survival.** You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Account to Account Transfer Service and the portion of the Site through which the Account to Account Transfer Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 4, 12, 13, 21, 22, 27 and 32- 42 of the Agreement, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.