

STEARNS BANK NATIONAL ASSOCIATION

Electronic Banking Agreement and Electronic Funds Transfer Disclosure

BY YOUR CONTINUED USE OF ONLINE BANKING AND/OR MOBILE BANKING FOLLOWING OUR PUBLICATION OF THE ELECTRONIC BANKING AGREEMENT, **THIS AGREEMENT WILL BECOME EFFECTIVE AND BINDING ON YOU IMMEDIATELY UPON SUCH USE. YOU WILL BE DEEMED TO HAVE ACKNOWLEDGED AND ACCEPTED THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU ARE NOT PERMITTED TO USE OR ACCESS ONLINE BANKING OR MOBILE BANKING.**

This Electronic Banking Agreement ("Agreement") describes your rights and obligations as a user of the Electronic Banking Services made available to you through Online Banking and Mobile Banking. It also describes the rights and obligations of Stearns Bank as the provider of the Electronic Banking Services. Please read this Agreement carefully. When you click on the "Accept" button, you will complete your registration to receive the Electronic Banking Services, and you accept and agree to comply with the terms and conditions of this Agreement, including any amendments and supplements to this Agreement or any changes thereto. Your registration may be accepted or declined by our service provider and/or us based on specific criteria. If you do not agree to the terms and conditions of this Agreement, click on the "Do Not Accept" button. If you do not accept and agree to all of the terms, you will not be entitled to use the Electronic Banking Services. You can review, download and print the most current version of this Agreement at any time at www.stearnsbank.com. You should print a paper copy of this Agreement and retain a copy for your records.

DEFINITIONS:

The following definitions apply in this Agreement:

1. **"Account Documentation"** means any other agreements, terms, conditions, documents and disclosures relating to your Eligible Account(s) with us or our Electronic Banking Services.
2. **"Administrator"** means, for Commercial Accounts, a person appointed by you with the authority to use the Electronic Banking Services on your behalf, and to designate Authorized Representatives, who will also be authorized to use the Electronic Banking Services on your behalf.
3. **"Authorized Representative"** refers to a person with authority to take action or make decisions on behalf of the owner of an Eligible Account, including, but not limited to, any person to whom you disclose your Security Information or provide access to your Security Information or your Eligible Account(s) through Online Banking or Mobile Banking. For Commercial Accounts, Authorized Representatives include Administrators.
4. **"Bill Payment"** is the online service that enables the scheduling of bill payments using a personal computer. Refer to the "Terms and Conditions of the Bill Payment Service" ("**Bill Pay Terms & Conditions**") located at the bottom of the Bill Pay page available through Online Banking.
5. **"Business Day"** means any day Monday through Friday and excludes federal holidays and weekends.
6. **"Commercial Account"** means an Eligible Account established by a business entity such as corporation, limited liability company/entity, partnership, sole proprietor, etc. primarily for business purposes.
7. **"Commercial Banking Services"** means the services described in Section XVII and related to Commercial Accounts.
8. **"Consumer Account"** means an Eligible Account established by a consumer primarily for personal, family or household purposes.
9. **"Electronic Banking Service"** means each of the products and services we or our service providers offer that you may use, access or enroll in through Online Banking and/or Mobile Banking using the Internet, a website, email, a mobile device, messaging services (including SMS text messaging) and/or software applications (including applications for mobile or hand-held devices), as further described herein.
10. **"Eligible Account"** means each account you own with us from which you are eligible to conduct transactions using an Electronic Banking Service.
11. **"ISP"** refers to your Internet Service Provider.
12. **"Mobile Banking"** means any Electronic Banking Service that we provide, and that you subscribe to, enabling you to obtain Eligible Account information or initiate transactions to or from your Eligible Accounts through your Mobile Device.

13. **"Mobile Device"** means a cellular telephone or similar wireless communication device, including, but not limited to, a tablet or similar device, onto which you have downloaded software or a mobile application provided by us (**"Software"**) for the purpose of accessing Mobile Banking. A **"Mobile Device"** may also include a cellular telephone, tablet or similar wireless communication device that is capable of conducting banking transactions through SMS text messaging or by accessing Mobile Banking using a mobile browser.
14. **"Online Banking"** refers to the Online Banking website and web pages through www.stearnsbank.com may be used to access your Eligible Accounts and the Electronic Banking Services online.
15. **"Password"** is the customer-generated code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to our Electronic Banking Services.
16. **"PC"** means your personal computer which enables you, with the Internet browser and ISP, to access your Eligible Account.
17. **"Username"** is the identification code designated by you for your connection to our Electronic Banking Services.
18. **"We", "us", " Bank" or "Stearns Bank"** refers to Stearns Bank N.A., Stearns Bank Holdingford N.A. or Stearns Bank Upsala N.A., as the context requires, which offers the Electronic Banking Services or which holds the accounts accessed by the Electronic Banking Services, and any of its affiliates or direct or indirect subsidiaries, when any of them have established an Eligible Account or provided an Electronic Banking Service. Any reference to "Stearns Bank" in this Agreement includes any directors, officers, employees, contractors, service providers, agents or licensees of Stearns Bank N.A., Stearns Bank Holdingford N.A. and Stearns Bank Upsala N.A.
19. **"You" or "your"** means, as applicable, each owner or Authorized Representative of an Eligible Account. **"You"** or **"your"** also means the person enrolling in Online Banking and thereby agreeing to this Agreement, both on your behalf and, if applicable, on behalf of your business as its authorized representative(s).

EXCEPT AS SPECIFIED HEREIN, THIS AGREEMENT APPLIES TO ALL ELIGIBLE ACCOUNTS.

I. ELECTRONIC DELIVERY OF DISCLOSURES AND NOTICES CONSENT

- A. As part of your relationship with us, we want to ensure you have all of the information you need to effectively manage your accounts using our Electronic Banking Services. Our goal is to provide you with as many options as possible for receiving your account documents. We are required by law to give you certain information "in writing" in connection with our Electronic Banking Services, which means you are entitled to receive it on paper. We may provide this information to you electronically, instead, with your prior consent. We also need your general consent to use Electronic Communications in our relationship with you. By enrolling for Online Banking, you are acknowledging that you have reviewed, read and agree to this **ELECTRONIC DELIVERY OF DISCLOSURES AND NOTICES CONSENT**. You are further confirming that you have the hardware and software described below, that you are able to receive and review Electronic Communications in the manner we have described below, and that any email address or mobile phone number(s) you have provided to us are active and valid. You are also confirming that you are authorized to, and do, consent on behalf of all the other account owners, authorized signers, Authorized Representatives, delegates, and/or service users identified with your Stearns Products.
- B. In this disclosure and consent:
 1. **"Stearns Product"** means each and every account, product or service we offer that you apply for, own, use, administer or access, either now or in the future, as part of our Electronic Banking Services.
 2. **"Communications"** means each disclosure, notice, agreement, fee schedule, statement, record, document, and other information that we are required by federal and state law to provide to you in writing absent your consent to receive such communications from us electronically. For avoidance of doubt, such "Communications" do not include periodic statements unless you have affirmatively opted-in to receiving E-Statements through our Online Banking website.
- C. **Your consent to use Electronic Communications; Choosing to receive Communications electronically or in writing.** In our sole discretion, the Communications we provide to you, or that you agree to at our request, may be in electronic form (**"Electronic Communications"**). These Communications, include, but are not limited to:
 1. This Electronic Delivery of Disclosures and Notices Consent and any subsequent amendments;

2. Our Electronic Banking Agreement, other service or user agreements for online or mobile access to our Electronic Banking Services or Stearns Products accessible solely through our Electronic Banking Services, and all amendments or addendums to any of these agreements;
3. All of the Communications related to any Stearns Product;
4. All of the disclosures and notices we are required to provide to you concerning your Stearns Products, including our privacy policy;
5. Any notice or disclosure regarding fees or assessments of any kind, including late fees, overdraft fees, over limit fees, and returned item fees;
6. Any customer service communications, including, without limitation, communications with respect to claims of error or unauthorized use of the Stearns Products or Electronic Banking Services;
7. Notices of amendments to any of your agreements with us; and
8. Other disclosures and notices that we are legally required to provide to you, or choose to provide to you in our discretion, in connection with your Stearns Products or our Electronic Banking Services.

- D. **Electronic Communications may be delivered to you in a variety of ways.** Electronic Communications may be posted on the pages of the Online Banking website or other website disclosed to you and/or delivered to the email address you provide. An Electronic Communication sent by email is considered to be sent at the time that it is directed by our email server to the appropriate email address, whether or not you received the email. An Electronic Communication made by posting to the pages of our Online Banking website is considered to be sent at the time it is posted and made available for viewing. You agree that these are reasonable procedures for sending and receiving electronic communications.

In some cases, you will be able to choose whether to receive certain Communications electronically, or on paper, or both. We will provide you with instructions on how to make those choices when they are available.

We may always, in our sole discretion, provide you with any Communication in writing, even if you have chosen to receive it electronically.

Sometimes the law, or our agreement(s) with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we specifically tell you in another Communication how you may deliver that notice to us electronically

- E. **Your option to receive paper copies.** If we provide Electronic Communications to you, and you want a paper copy, please contact us at 800-320-7262. Upon request, paper copies will be mailed to you. There may be a fee associated with requests for paper copies of periodic statements. Please refer to the agreement for the applicable Stearns Product or Electronic Banking Service for any fee that may apply for paper copies.
- F. **Your consent covers all Stearns Products; Privacy Policies.** Your consent covers all Communications relating to any Stearns Product and Electronic Banking Service. Your consent remains in effect until you give us notice that you are withdrawing it.

From time to time, you may seek to obtain a new Stearns Product or Electronic Banking Service from us. When you do, we may remind you that you have already given us your consent to use Electronic Communications. If you decide not to use Electronic Communications in connection with the new product or service, your decision does not mean you have withdrawn this consent for any other Stearns Product or Electronic Banking Service.

Stearns Bank's Privacy Policy is available for review on www.stearnsbank.com.

- G. **You may withdraw your consent at any time; Consequences of withdrawing consent; How to give notice of withdrawal.** You have the right to withdraw your consent at any time. Please be aware, however, that withdrawal of consent may result in the termination of:
1. your access to our Electronic Banking Services, including Online Banking and Mobile Banking, and
 2. your ability to use certain Stearns Products.

Your withdrawal of consent will become effective after we have had a reasonable opportunity to act upon it. If you are receiving E-Statements, the termination will cause paper statements to be mailed to you via the U.S. Postal Service or other courier. Depending on the specific Stearns Product, if you withdraw consent, we may charge higher or additional

fees for that product or for services related to it. Please refer to the agreement for the applicable Stearns Product for any fee that may apply.

- H. **To withdraw your consent**, you must contact us at **800-320-7262** or write to us at Stearns Bank N.A., 4191 2nd Street South, Saint Cloud, MN 56301. Along with your withdrawal request, you must provide your name, mailing address, daytime telephone number, and a description of the accounts for which you are withdrawing your consent.
- I. **You must keep your email or mobile phone number(s) current with us**. If you have given us an email address or mobile phone number(s), you must promptly notify us of any change in your email address or mobile phone number(s). You may change the email address we have on record for you within the Online Banking website. You may change the mobile phone number(s) we have on record for you by going to the settings page within the Online Banking website for each Stearns Product you have linked to that number. There may be other, special Stearns Products for which we provide separate instructions to update your email or other mobile phone number(s).
- J. **Hardware and software you will need**. You also confirm that your computer or electronic device meets the specifications and requirements listed below, and permit you to access and retain the disclosures and notices electronically:
 - 1. An internet browser that supports 128-bit encryption, such as Internet Explorer version 5.0 or above.
 - 2. An email account and email software capable of reading and responding to your email.
 - 3. A personal computer, operating system and telecommunications connections to the Internet capable of supporting the foregoing that meets our system requirements, as may be set out on our website
 - 4. Sufficient electronic storage capacity on your computer's hard drive or other data storage unit.
 - 5. A printer that is capable of printing from your browser and email software.
- K. **Changes to hardware or software requirements**. If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain your Electronic Communications, we will give you notice of the revised hardware or software requirements. Continuing to use Electronic Banking Services after receiving notice of the change is reaffirmation of your consent.

II. WHAT THIS AGREEMENT COVERS.

- A. **Your use of our Electronic Banking Services is governed by the terms contained herein and the following, which are considered part of this Agreement:**
 - 1. The terms or instructions appearing on a screen when enrolling for, activating, accessing, or using any of our Electronic Banking Services;
 - 2. Our rules, procedures and policies, as amended from time to time, that apply to any of our Electronic Banking Services, each Eligible Account, and each Electronic Banking Service; and
 - 3. State and federal laws and regulations, as applicable.

Each of your Eligible Accounts and Electronic Banking Services will also continue to be subject to any other Account Documentation that applies to it, and you and we agree to be bound by and comply with the terms of such other Account Documentation.

- B. **You should review other Account Documentation** including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying such Account Documentation. Unless this Agreement specifically states otherwise, if there is a conflict between the terms and conditions contained in this Agreement and the terms and conditions of any other Account Documentation between you and us, or any other such agreement has terms that are not specifically addressed in this Agreement, then the other agreement will control and take precedence. The other agreement will only control with respect to the Eligible Account or Electronic Banking Service it is associated with, and only to the extent necessary to resolve the conflict or inconsistency. Additional provisions regarding Electronic Banking Services or features that appear in the specific Account Documentation for your Eligible Account or Electronic Banking Service, but that do not appear in this Agreement, will apply. As an exception to the general rule described in this Section, if any other Account Documentation you have with us includes terms that address your online access to an Eligible Account,

this Agreement will control and take precedence in resolving any inconsistencies between this Agreement and the terms in the other agreement that address online access.

III. FEES FOR ELECTRONIC BANKING SERVICES.

- A. **There is currently no fee to enroll in Online Banking or Mobile Banking**, view your Eligible Account(s) information, or make internal funds transfers between your Eligible Accounts. However, you may be charged access fees by your cell phone provider to access certain Electronic Banking Services from your Mobile Device. Check with your cell phone provider for details on specific fees and charges. There may be other fees associated with your Eligible Account(s) or for certain Electronic Banking Services, such as the Bill Pay Service (see fees below). Cash management services accessible through Online Banking by Commercial Account customers may also be subject to servicing fees. Please refer to the Account Documentation governing your Eligible Accounts and the Electronic Banking Services for fee information or contact us at 800-320-7262 if you have questions regarding these fees. You are responsible for any fees or other charges that your wireless carrier may charge for any data or message services related to the use of our Electronic Banking Services, including without limitation, SMS text messaging.
- B. **Bill Pay Service Fees:**
1. Bill Pay Recall Fee: \$20.00 per item;
 2. Bill Pay Minimum Research Fee: \$25.00;
 3. Bill Pay Non-Sufficient Funds (NSF) Paid Fee: Same fee as on the current Fee Schedule*
 4. Bill Pay NSF Returned Item Fee: Same fee as on the current Fee Schedule*
 5. Bill Pay Stop Payment Fee: Same fee as on the current Fee Schedule*

*[*Fee Schedule provided at opening of your Eligible Account, together with any Fee Schedule increase notifications provided on your bank statement or statement insert.]*

C. **Certain vendors and merchants may accept the following Bill Pay features:**

1. Same Day (same day payment): \$9.95 per item
2. Overnight Check (next day payment): \$14.95 per item

IV. OWNERSHIP, CONTROL AND ACCESS TO ACCOUNTS.

- A. **For Eligible Account(s) owned by more than one person**, each owner individually has the right to provide the Bank with instructions, conduct any transaction, make any decision, obtain any information or make any request associated with their Eligible Accounts. We may act on the instructions of any owner without having liability to any owner. Please refer to the specific Account Documentation for your Eligible Accounts and Electronic Banking Services for more details.
- B. You represent and warrant that any Authorized Representative will be acting as your agent and on your behalf, will be bound by this Agreement and any Account Documentation governing the Account, and is fully authorized by you to act based on the rights you delegate to them. An Authorized Representative appointment by one account owner for an Eligible Account constitutes an Authorized Representative appointment by all other account owners of that Account.
- C. You acknowledge and agree that all transactions an Authorized Representative performs on an Eligible Account, including those you did not want or intend, are for all purposes transactions authorized by you. The account owner(s) of the Eligible Account are solely responsible for those transactions and we are not responsible for them except when required by law. To revoke an Authorized Representative's authority to perform transactions on your Eligible Account(s) using your own Security Information, you must change your Password within our Online Banking website and notify us that an Authorized Representative is no longer authorized. If you and we permit an Authorized Representative to establish his or her own Security Information to access your Eligible Account(s) using our Electronic Banking Services, you must notify us immediately if such Authorized Representative is no longer authorized to act on your behalf. Only transactions that you did not want or intend and that the Authorized Representative performs after we have had a reasonable opportunity to act on your notification will be considered unauthorized transactions.
- D. If you authorize an Authorized Representative to initiate fund transfers or other transactions on an Account, then you are also agreeing that for purposes of such transactions initiated through Online Banking or Mobile Banking,

the Authorized Representative is an "authorized signer" on the Account, subject to the terms of the Account Documentation for your applicable Account. In addition, if you make a person an offline authorized signer on an Account, and that authorized signer enrolls in Online Banking and/or Mobile Banking on your behalf, we may treat that authorized signer as an Authorized Representative for purposes of this Agreement.

- E. You agree that you will only appoint Authorized Representatives if we permit you to do so and if we provide a procedure for appointing Authorized Representatives as part of Online Banking and/or Mobile Banking. You agree that you will follow any Authorized Representative appointment procedure we provide. This provision takes precedence over any conflicting provision in any other Account Documentation you have with us. We may discontinue offering Authorized Representative options or permitting Authorized Representatives to access your Eligible Account(s) at any time without prior notice.
- F. If you are appointed as an Authorized Representative on an Eligible Account, you agree that you will access and use the account in accordance with the authority given to you by the appointing account owner. Each time you access, view, or transact on that Eligible Account through Online Banking or Mobile Banking, you represent and warrant to us that your action is authorized by the appointing account owner.
- G. You agree that any requirement for two or more signatures on checks, if that requirement exists, does not apply to electronic transfers initiated through Online Banking or Mobile Banking, and you release us from any liability when making these types of transfers.

V. ACCESS TO ELECTRONIC BANKING SERVICES.

- A. **System Availability.** The Bank will provide instructions on how to use the Electronic Banking Services. You may access your Eligible Accounts through Online Banking using your Internet-enabled device, your ISP, your Password and your Username. Using Mobile Banking requires an Internet-enabled Mobile Device that supports 128-bit encryption. To use Mobile Banking or our Mobile Deposit Services, you must first be enrolled in Online Banking with us and then subscribe to Mobile Banking by downloading the Software. The same credentials (Username and Password) that are in place for your Online Banking access apply to Mobile Banking. We undertake no obligation to monitor transactions through Online Banking or Mobile Banking to determine that they are made on behalf of the Account owner. You will generally be able to access your Eligible Accounts through Online Banking and Mobile Banking 24 hours a day, seven (7) days a week. However, availability of the Electronic Banking Services may be suspended for brief periods of time for purposes of maintenance, updating and revising the Software. We do not specifically warrant that our Electronic Banking Services will be available at all times. During times when our Electronic Banking Services are not available, you may be able to obtain information about your Eligible Accounts by calling us at 800-320-7262, using one of our automated teller machines, or visiting a Bank branch location in your area during normal business hours.
- B. **Creation of Security Information.** Each Authorized Representative who has access to Online Banking, including each individual named on joint accounts, must create a Username and Password to access the Electronic Banking Services. Your Password must be a minimum of eight (8) characters, up to a maximum of 11 characters, which must consist of at least one (1) number, one (1) UPPER and one (1) lower case letter, and one (1) special character. You will be able to change your Password periodically to enhance security, but will be required to change it every 180 days. The system will remember the last five (5) passwords that you have used.
- C. **For Commercial Accounts:** Commercial Accounts can have multiple Authorized Representatives. Each Authorized Representative will need to create a Username and Password. Your Password must be a minimum of eight (8) characters, up to a maximum of 11 characters, which must consist of at least one (1) number, one (1) UPPER and one (1) lower case letter, and one (1) special character. You will be able to change your Password periodically to enhance security, but will be required to change it every 180 days. The system will remember the last five (5) passwords that you have used. A temporary Password will be setup and the system will prompt you to change the Password the first time you log in. Under special circumstances, an approved Commercial Account customer may receive assigned token(s) and/or additional passwords for access.
- D. **For all accounts,** you will receive a Secure Access Code (SAC) via one of three methods: Via email, via text to your mobile device, or to your phone via voice call. These SACs are 6 characters long and are valid for 15 minutes.
- E. **Cut-Off Time for Funds Transfers.** The transfer of funds initiated through Online Banking and Mobile Banking from one of your Eligible Accounts to another of your Eligible Accounts (each an "**Internal Transfer**" and collectively, "**Internal Transfers**") will generally occur at the time that the Internal Transfer is requested and the transferred funds will be available at that time, subject to system availability. External transfers of funds using our Electronic Banking Services are subject to the cut-off times described in the terms for these services. If a payment or transfer is not initiated in accordance with the cut-off times applicable to each Electronic Banking Service, we will not begin processing the payment or transfer until the following Business Day.

- F. **Authorization to Transfer Funds.** You expressly authorize us to debit or credit the appropriate Eligible Account in the amount of any funds transfer initiated through our Electronic Banking Services. You agree that we may treat any such funds transfer from an Eligible Account the same as a duly executed written withdrawal, transfer, check or loan advance and that we may treat any such funds transfer to an Eligible Account the same as a deposit or loan payment, all in accordance with the terms of this Agreement and the Account Documentation governing your Eligible Account(s).
- G. **Funds Transfers.** You authorize us to select any means we deem suitable to provide electronic funds transfers initiated by you using the Electronic Banking Services. These choices include banking channels, electronic means, funds transfer systems, mail, courier, or telecommunications services, intermediary banks and other organizations. Funds transfers to or from your Eligible Account(s) will be governed by the rules of any funds transfer system through which the transfers are made, as amended from time to time, including, without limitation, Fedwire, the National Automated Clearing House Association, and any regional association (each an "ACH"). The terms of this Agreement are in addition to, and not in place of, any other agreements you have with us regarding electronic funds transfers.
- H. **Funds Availability.** With regard to all Electronic Banking Services transfers, you are responsible for having sufficient and available funds on deposit to make the transfers or payments requested. In our sole discretion, we may refuse to process any transaction that exceeds any limitation set forth in this Agreement. We may deduct payments or transfers from your designated account in connection with any Electronic Banking Services, even if such deduction creates an overdraft. You are liable for all overdraft fees. We reserve the right, and you hereby authorize us, to debit any of your other accounts at Stearns Bank N.A. to the extent necessary to offset any resulting deficiency. We do not undertake to notify you in such event, other than by posting any such transfer or transfers to the applicable account in accordance with your Account Documentation.
- I. **Hardware and Software Requirements for Online Banking.** You are responsible for obtaining, installing, maintaining and operating all necessary hardware, software, devices and Internet access services necessary to use Online Banking. We will not be responsible for failures from the malfunction or failure of your hardware, software, devices or any internet access services. We require your browser to be, at a minimum, 128-bit encryption enabled. Your access to Online Banking may be limited, in whole or in part, by our method of accessing Online Banking, as well as by your hardware and software. You are responsible for any defect, malfunction or interruption in service or security due to hardware failure, your choice of ISP, or your choice of systems and computer services. By executing this Agreement, you agree and acknowledge that you are solely responsible for acquiring and maintaining the computer, computer equipment, and other electronic devices necessary to access Online Banking. You also acknowledge and agree that you are responsible for all related costs associated with accessing Online Banking.
- J. **Hardware and Software Requirements for Mobile Banking.** You understand you must, and hereby agree, at your sole cost and expense, to use a Mobile Device and software that meets all technical requirements for the proper delivery of Mobile Banking services and that fulfills your obligation to obtain and maintain secure access to the Mobile Banking services. You understand and agree you may also incur, and shall pay, any and all expenses related to the use of your Mobile Device, including, but not limited to, wireless carrier service or Internet service charges. You are solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of Mobile Banking. You understand and agree that you are solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with Mobile Banking and the cost thereof, and you hereby agree that you will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements to your Mobile Device or software. We are not responsible for, and you hereby release us from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using your Mobile Device, electronic mail or the Internet. We are not responsible for, and you hereby release us from, any and all claims or damages resulting from, or related to, defects in or malfunctions of your Mobile Device, or failures of or interruptions in any electrical, wireless carrier or Internet services.

VI. BANKING TRANSACTIONS WITH ONLINE BANKING.

- A. **Account Access.** You may use Online Banking to access eligible checking accounts, savings accounts, as well as consumer loan accounts, certain business loan accounts, certain other accounts you maintain with us as we may make available from time to time. If you enroll in Online Banking, any such accounts on which you are named as the owner or Authorized Representative with account access may be automatically displayed to the extent such accounts can be linked. Such accounts will be displayed without regard to who else may have an ownership interest in such accounts.

- B. Loan accounts that have a common signer for withdrawals or a common borrower may be linked for access purposes. If your business is eligible for these Electronic Banking Services, the business accounts can also be linked with your personal accounts for access purposes. BE AWARE THAT ANY SIGNER ON AN ACCOUNT, ACTING ALONE, WILL BE AUTHORIZED TO ACCESS A LINKED ACCOUNT THROUGH ONLINE BANKING. YOUR ABILITY TO ACCESS ACCOUNTS ONLINE, INCLUDING CERTAIN PERSONAL ACCOUNTS THAT HAVE BEEN LINKED TO ELIGIBLE BUSINESS ACCOUNTS, MAY BE TERMINATED IF WE ARE PRESENTED WITH, AND IN GOOD FAITH RELY ON, RESOLUTIONS OR ANY OTHER DOCUMENTATION PURPORTING TO REMOVE YOU AS A SIGNER OR AUTHORIZED USER FROM ANY ELIGIBLE BUSINESS ACCOUNT.
- C. **Description of Electronic Banking Services.** Subject to the terms and conditions of this Agreement, you may use Online Banking to obtain Electronic Banking Services and perform authorized transactions in connection with your Eligible Accounts, including the following:
1. View, print and download recent balance and transaction information (in some instances, balance and transaction information may only reflect activity conducted through the close of the previous Business Day);
 2. Enroll for SMS text alerts (e.g., to be notified if an account reaches a certain balance);
 3. Transfer funds between your Eligible Accounts through our Online Banking website or by signing up for our SMS text banking service;
 4. Make payments from your deposit Eligible Accounts (must be savings account, money market account or checking account) to your loan Eligible Accounts;
 5. Advance funds out of your revolving loan Eligible Accounts to your deposit Eligible Accounts;
 6. View, print, and download recent Eligible Account statements, notices, tax forms, and invoices;
 7. View, print and download images of recently paid checks drawn on your Eligible Accounts;
 8. Initiate bill payments through our Bill Payment service (available only to customers who have signed up for the Bill Pay Service through Online Banking);
 9. Access our External Transfer Service, Wire Transfer Services and ACH Origination Services (eligible Commercial Accounts only); and/or
 10. Download your account information to personal management software.
- D. To activate Eligible Account alerts, E-statements, SMS text alert, and/or the Bill Payment service, you must separately enroll for each service through Online Banking and be eligible. These services may be subject to additional terms and conditions and your use of such Electronic Banking Services will constitute your acceptance to these additional terms and conditions. Our Mobile Banking services also allow you to access most of our Electronic Banking Services, as well as our Mobile Deposit Service. You must first be enrolled for Online Banking before you may enroll for our Mobile Banking services. See our Online Banking website for further instructions on how to enroll for our Mobile Banking services. For additional information about these services, including any fees, terms and conditions that may apply, please click on the links for these services available through Online Banking.
- E. **Internal Transfer of Funds.** You may make one-time transfers or schedule future or recurring transfers such as transfers to make loan payments between your Eligible Accounts. You may transfer funds among your checking accounts, savings accounts and money market accounts. A one-time immediate internal transfer cannot be canceled after it has been submitted. Recurring internal transfers and future dated internal transfers can be cancelled the business day prior to the scheduled transaction date. However, once the pending internal transfer states "Processing" it cannot be cancelled.
- F. **Additional Electronic Banking Services.** The types of Electronic Banking Services we currently offer through Online Banking are detailed on our Online Banking website. New services and features may be introduced for Online Banking from time to time in our sole discretion. The Bank will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

VII. VIEWING ACCOUNT TRANSACTION ACTIVITY AND E-STATEMENTS ONLINE.

- A. **Account Transactions Using Electronic Banking Services.** You are responsible for accurately entering all data necessary to perform a transaction in your Eligible Account(s) and for verifying all instructions transmitted to us. You will continue to receive your regular statements for your Eligible Accounts either monthly or quarterly,

depending on the type of account. Your account transactions using our Electronic Banking Services will be indicated on your monthly or quarterly statements.

- B. **Account Transaction Activity.** Through Online Banking or Mobile Banking, you may view the transaction activity on any of your Eligible Accounts. Such activity will be available for viewing for no less than 180 days. The transaction activity for your Eligible Accounts can also be downloaded or printed at your convenience through Online Banking.
- C. **Description of E-statements.** You may elect to have your periodic statements and other required disclosures accompanying your periodic statements for certain Eligible Account(s) delivered to you electronically in place of paper disclosures ("**E-Statements**"). You may sign up for E- statements at any time through Online Banking. If you have elected to receive E-statements, you may view your periodic statements and other disclosures that we would otherwise deliver by mail through Online Banking. Your E-statements can also be downloaded or printed at your convenience. We may, at our option, offer you additional options and preferences for the delivery of various types of communications related to your Eligible Accounts. Additional details on E-Statement enrollment are provided on the E-Statement web pages available through Online Banking.

VIII. USE OF YOUR SECURITY INFORMATION.

- A. You are responsible for keeping your Password and Username ("**Security Information**") and Eligible Account information confidential. You further agree to take every reasonable precaution to ensure the safety, security and integrity of such information when using a computer or your Mobile Device to access the Electronic Banking Services, including compliance with any other security procedures and protocols we may require from time to time. In order to protect yourself against fraud, you should adhere to the following guidelines:
 - 1. Do not give out your account information or Security Information;
 - 2. Do not leave your computer or Mobile Device unattended while you are in the Bank's Online Banking website or Mobile Banking and log off immediately at the completion of each Online Banking or Mobile Banking session;
 - 3. Never leave your account information within range of others; and/or
 - 4. Do not send privileged account information (account number, Password, etc.) in any public or general e-mail system.
- B. We recommend that you change your Security Information regularly. You can change your Security Information through the Online Banking website or by contacting us at 800-320-7262.
- C. Your use of your Security Information shall have the same effect as your signature to authorize instructions you provide to us. If you believe your Security Information has been lost or stolen, or if you suspect any fraudulent activity on your account, **call the Bank immediately at 800-320-7262** during our regular business hours. Our regular business hours are Monday - Friday 8 a.m. - 5 p.m., Central Standard time, except federal holidays. Telephoning the Bank is the best way of minimizing your losses and liability. (See Electronic Funds Transfer Agreement and Disclosure). If you believe your Password has been lost or stolen, please use the Password change feature within the Online Banking section of the Web site to change your Password.

IX. ELECTRONIC MAIL (E-MAIL).

- A. If you send the Bank an e-mail message through Online Banking, the Bank will be deemed to have received it on the following Business Day. You should not rely on e-mail if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur.
- B. **NOTE:** E-mail transmissions outside of the Online Banking site are not secure. We advise you not to send us or ask for sensitive information such as account numbers, Password, account information, etc. via any general or public e-mail system. If you wish to contact us electronically, please use the secure email service provided in our Online Banking site. Use this secure form to e-mail the Bank regarding inquiries about an electronic funds transfer error resolution, reporting unauthorized transactions, or contacting the Bank regarding other concerns of a confidential nature.

X. TERM AND TERMINATION

- A. **Term.** The terms of this Agreement shall be effective as of the date you accept these terms and shall remain in full force and effect until termination in accordance with the following provisions.

- B. **Termination for Cause.** We may immediately terminate or suspend your electronic banking privileges (including any Electronic Banking Service) without notice to you under the following circumstances:
1. you do not pay any fee required by this Agreement when due; or
 2. you do not comply with this Agreement, your other Account Documentation, or your accounts with us are not maintained in good standing.
- C. When required by law, we will notify you if we terminate this Agreement or your use of the Electronic Banking Services for any other reason.
- D. **Termination for Convenience.** To terminate this Agreement, you must notify the Bank and provide your name, address, the Electronic Banking Service(s) you are discontinuing, and the termination date of the Electronic Banking Service(s). When this Agreement is terminated, any prescheduled payments made through Online Banking will also be terminated. You may notify the Bank by one of the following methods:
1. By calling 800-320-7262; or
 2. By writing a letter and sending it to the following address:

Stearns Bank N.A.
4191 2nd Street South
St. Cloud, MN 56301
- E. If you do not sign on to Online Banking or Mobile Banking during any consecutive 180-day period, your access to Online Banking or Mobile Banking will be discontinued. If your access is discontinued due to inactivity, you will need to reenroll for Online Banking, and Mobile Banking (if applicable), if you wish to use the Electronic Banking Services in the future. Notwithstanding the foregoing, we reserve the right to suspend, revoke or terminate your use of the Electronic Banking Services in whole or in part at any time for any reason without notice to you except as required by law. Suspension, revocation, termination or discontinuation will not reduce your liability or obligations under this Agreement. Upon termination of Mobile Banking you: (i) acknowledge and agree that all licenses and rights to use Mobile Banking and Software shall terminate; (ii) will cease any and all use of Mobile Banking and the Software; and (iii) will remove the Software from all Mobile Devices, hard drives, networks, and other storage media in your possession or under your control.
- F. We will not be liable for payments or transfers not cancelled or payment or transfers made through the Electronic Banking Services due to the lack of proper notification by you of service termination or discontinuance for any reason. If you cancel one payment of a recurring payment, you are not cancelling all recurring payments. You must contact us to specifically request cancellation of all recurring payments. You agree that our rights and remedies arising out of any breach of your representations and warranties in this Agreement, the limitations on our liability and our rights to indemnification under this Agreement are continuing and shall survive the termination of this Agreement, notwithstanding the lack of any specific reference to such survivability in these provisions.
- G. **Reinstatement of Access.** Access to Online Banking or Mobile Banking, in whole or in part, may be reinstated by us, at our discretion, at any time. If reinstated, the then current terms of this Agreement will control. If your access to Online Banking or Mobile Banking was previously terminated and you are eligible for reinstatement, you may reenroll at any time through our Online Banking website.

XI. LIABILITY.

- A. **Our Liability.** This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to the Electronic Banking Services. Unless otherwise required by applicable law, we are only responsible for performing the Electronic Banking Services as delineated in this Agreement. Except as otherwise set forth herein or in your other Account Documentation, we will only be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence.
- B. **Indemnification.** You agree to indemnify, defend and hold harmless Stearns Bank, its affiliates, partners, officers, directors, employees, consultants, service providers and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorney fees) arising from your use of the Electronic Banking Services, our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement, your violation of the Terms or your infringement, or infringement by any other user of your eligible accounts, of any intellectual property or other right of any person or entity.

- C. **Third Parties.** Except when applicable law provides otherwise, we will not be liable for any loss or liability resulting from any failure of your Mobile Device, equipment or software, or that of an internet browser provider such as Google (Google Chrome) or Microsoft (Microsoft Explorer browser), by an internet access provider, wireless carrier, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Eligible Account or Electronic Banking Service.
- D. **Virus Protection.** The Bank is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.
- E. **Damages.** OUR RESPONSIBILITIES ABOVE FOR LATE CHARGES AND INCORRECT OR MISDIRECTED PAYMENTS OR TRANSFERS SHALL CONSTITUTE OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES) CAUSED BY THE SERVICES OR THE USE OF OR INABILITY TO USE THE SERVICES, OR ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF YOUR PERSONAL COMPUTER, SOFTWARE, OR ANY INTERNET ACCESS SERVICES; ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY US FROM THE ACCOUNTS; ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY; ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSIONS OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES.
- F. You assume full responsibility for all transfers of funds made by us to or from an Eligible Account used primarily for business purposes in accordance with this Agreement and at your request or at the request of anyone who purports to be you or uses your Security Information. You hereby agree to the security procedure attached hereto and acknowledge that such security procedure is a commercially reasonable method of providing security against unauthorized payment instruction. You will be bound by any payment or transfer instruction that we accept in good faith, if we complied with the applicable security procedure or if you did not comply with it. Except for a breach of security in our internal systems, and except in a case where you comply with the applicable security procedure and either we do not so comply or we do not act in good faith, we shall have no responsibility for, and you assume full responsibility for, any transfer of funds resulting from a breach of security regardless of the source or cause thereof. Although we are liable for a breach of security in our own internal system, you are solely responsible and liable for a breach of security occurring on or in connection with a computer or computer network owned, controlled or used by you or your employees, contractors, service providers or agents, by whatsoever means. A breach of security includes, but is not limited to, phishing, pharming, key logging, or other fraudulent activity enabled by malware. If we do bear responsibility, it shall extend only to losses caused solely and directly by us, and our liability will in any event be limited as expressly provided in this Agreement.
- G. **Warranty Disclaimer.** THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MISDELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZED SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA. WE DO NOT MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, CONCERNING THE HARDWARE, THE SOFTWARE, OR ANY PART THEREOF, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES, OR THAT THE SERVICES WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

XII. GENERAL TERMS AND CONDITIONS

- A. **Account Related Information.** Except as expressly provided otherwise in this Agreement, you agree that we may provide you notices and other information regarding your Eligible Account(s), Electronic Banking Services, Online Banking or Mobile Banking (collectively "**Account Related Information**") through mail, electronically, by phone or by other means available. If there is more than one owner or an Administrator on your Eligible Account, we may send Account Related Information to any one of you. Any notice or Account Related Information we send

you will be effective when mailed, sent electronically or otherwise made available to you. The person receiving the notice is responsible for providing copies of all Account Related Information to all joint owners and Authorized Representatives. We reserve the right at all times to communicate all Account Related Information to you through the U.S. Postal Service or overnight courier, at our sole option. Any notice you send us will not be effective until we actually receive it and have a reasonable opportunity to act on it. You assume the risk of loss in the mail or otherwise in transit.

- B. **Information Provided to Us.** You grant to us a nonexclusive, perpetual, non-revocable, royalty free license to use, retain, and share any information transmitted through the Software by you, including, your location, device-based location information, account numbers, name, date, account amount, and endorsements solely for the purpose of providing our Electronic Banking Services. This license shall survive termination of this Agreement for such period as necessary for us to provide Electronic Banking Services, comply with the law, or comply with an internal guidelines or procedures
- C. **Consent to Communication.** You expressly agree that we may from time to time make telephone calls and send emails and text messages to you in order for us to:
 - 1. Service your Eligible Accounts and Electronic Banking Services;
 - 2. Collect any amount you may owe; or
 - 3. Discuss our relationship, products and services with you.
- D. The ways we may call you include using prerecorded/artificial voice messages and/or through the use of an automatic dialing device. We may call you and send email or text messages to you at any telephone number or email address you have provided to us, including mobile/cellular telephone numbers that could result in charges to the owner of the telephone account. Emails and text messages sent to others pursuant to your instructions and on your behalf may identify you by name and may state that we are sending them on your behalf and according to your instructions. In the event you ever withdraw this consent, and notwithstanding that withdrawal, you expressly authorize us to use any of the methods described above to send you messages confirming your instructions sent to us via SMS text message, including a confirmation from us in the event you withdraw your consent.
- E. **Changes to Contact Information.** You agree that you will notify us immediately in the event of a change to your contact information (e.g. mailing address, email address, phone number). You may instruct us to change the contact information to which we send notices or Account Related Information concerning your Account at any time by contacting us at 800-320-7262 or notifying us in writing at Stearns Bank, Attn: Customer Service, Stearns Bank N.A., 4191 2nd Street South, St. Cloud, MN 56301. Changes to your email address may also be made through Online Banking. We may act on any instruction purportedly made on your behalf within a reasonable time after we receive such instruction. Unless you instruct us otherwise, we may in our sole discretion change the postal or email address only for the account(s) you specify or for all or some of your other account(s) with us.
- F. **Changes and Modifications.** Except as otherwise required by law, we may in our sole discretion change the terms of this Agreement or add, delete or modify certain Electronic Banking Services from time to time. This may include adding new or different terms to, or removing terms from, this Agreement. When changes are made we will update this Agreement accordingly and post on our Online Banking website. This Agreement will be updated on the effective date of such modifications, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated an earlier time. You will be notified as soon as possible when any changes are made which materially affect your rights, such as changes regarding how your information is maintained or used, or significant changes to the terms of this Agreement. By continuing to use the Electronic Banking Services after we provide you notice of any change, you agree to the change. Changes to fees or terms applicable to Eligible Accounts or certain Electronic Banking Services are governed by the Account Documentation otherwise governing each Eligible Account or Electronic Banking Service.
- G. **Assignment.** We may assign this Agreement to an affiliate of the Bank or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent.
- H. **Notices.** Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically.
- I. **Links to Third Party Sites.** Our Online Banking website may contain links to other websites ("**Linked Sites**"). Such links are provided solely as a convenience to you. We do not screen, approve, review or otherwise endorse any content or information contained in any Linked Sites. You acknowledge and agree that Stearns Bank, its affiliates and partners are not responsible for the contents of any Linked Sites, including the accuracy or

availability of information provided by Linked Sites, and makes no representations or warranties regarding the Linked Sites or your use of them.

- J. **User Content; Privacy.** Subject to Stearns Bank's Privacy Policy, you agree that we may use, copy, modify, display and distribute any information, data, materials or other content (the "**Content**") you provide to us for the purpose of providing the Electronic Banking Services, and you hereby give Stearns Bank a license to do so. All information gathered from you in connection with using the Electronic Banking Services will be governed by the provisions of your other Account Documentation governing your Account(s) and the Bank's privacy policy that was previously provided to you in connection with your Account(s). You may view our security policy and Privacy Policy at any time on our Online Banking website.
- K. **Entire Agreement; Severability.** Together with other applicable Account Documentation, this Agreement represents the agreement between you and us regarding our Electronic Banking Services and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject of online and mobile access. Each of the rules, terms, and conditions set forth in this Agreement stand alone. Any term or condition contained in this Agreement which is inconsistent with the laws governing Online Banking or Mobile Banking will be deemed to have been modified by us and applied in a manner consistent with such laws. If any provision of this Agreement is held to be invalid or otherwise unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be invalidated or otherwise affected. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable, it shall be so narrowly drawn without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other action or jurisdiction.
- L. **Waiver.** We shall not be deemed to have waived any of our rights or remedies under this Agreement unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any right or remedy shall operate as a waiver of that right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.
- M. **Proprietary Rights.** You acknowledge and agree that Stearns Bank and/or our service provider(s) own all rights in and to the Electronic Banking Services. You are permitted to use the Electronic Banking Services only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile Stearns Bank. and /or our service provider's Electronic Banking Services or any of Stearns Bank and/or our service provider's services or technology.
- N. **No Unlawful or Prohibited Use.** As a condition of using the Electronic Banking Services, you warrant to us that you will not use the Electronic Banking Services for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Electronic Banking Services in any manner that could damage, disable, overburden, or impair the Electronic Banking Services or interfere with any other party's use and enjoyment of the Electronic Banking Services. You may not obtain or use the Electronic Banking Services to obtain any materials or information through any means not intentionally made available or provided for through the Electronic Banking Services. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason. You represent and warrant that: (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties. You also acknowledge that the Software may be subject to other U.S. and foreign laws and regulations governing the export of software by physical or electronic means. You agree to comply with all applicable US and foreign laws that apply to us as well as end-user, end-use, and destination restrictions imposed by U.S. and foreign governments.
- O. **OFAC Compliance.** You agree that you will review all proposed transfers initiated from your Eligible Accounts by you or your Authorized Representatives prior to submitting the same to us for processing to assure that the processing of the same will not result in a violation of any of the laws administered by the Office of Foreign Assets Control ("OFAC") or rules or regulations issued thereunder. OFAC provides a resource for names to screen your payees and authorized users against its prohibited lists at <http://www.ustreas.gov/offices/enforcement/ofac/>.
- P. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the United States and, to the extent state law applies, the laws of the state in which our branch that holds your account is located. If a dispute arises between us with respect to this Agreement, its enforcement or our Electronic Banking Services, either of us may require that it be settled by binding arbitration in accordance with any arbitration provisions contained in the Account Documentation governing the applicable Eligible Account or Electronic Banking Service. Minnesota state and federal courts will otherwise be the only courts where legal actions regarding this Agreement can be brought. In any legal action or claim regarding this Agreement, the prevailing party will be entitled to recover costs and reasonable attorney fees.

- Q. **Ownership.** All right, title and interest in and to (a) any and all Software, including, but not limited to, the object and source codes therefore, and any and all updates, upgrades, fixes and enhancements thereto and any and all documentation, user guides and instructions pertaining thereto (everything in this clause (a) collectively the Software), and (b) any and all user guides, instructions and other documentation provided to, or used by, you in connection with Mobile Banking (collectively the “**Documentation**”) shall be, and remain, the property of Bank or any third party Software provider, as applicable.
- R. **License.** Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.
- S. **Restrictions.** Unless otherwise expressly authorized, you may not (a) copy, reproduce, transmit, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit, reverse engineer, reverse compile or create derivative works of, the Software in any form, or (b) copy, reproduce, transmit, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit the Documentation.
- T. **Modifications to Software.** We reserve the right to add or delete features or functions, or to provide programming fixes, updates and upgrades, to the Software. You acknowledge and agree that we have no obligation to make available to you any subsequent versions of the Software. You also agree that you may have to enter into a renewed version of this Agreement if you want to download, install or use a new version of the Software.
- U. **Technical Support.** We have no obligation whatsoever to furnish any maintenance and support services with respect to Electronic Banking Services or the Software, and any such maintenance and support services provided will be provided at our discretion.

XIII. SECURITY NOTICE. To help protect our customers from security threats, Stearns Bank utilizes the following approach, to which you hereby agree. You acknowledge that these procedures are a commercially reasonable method of providing security against unauthorized payment orders or other transactions and that these procedures are not for the detection of error.

- A. Stearns Bank will do the following, as applicable:
 1. Post security information from time to time on website at www.stearnsbank.com
 2. Identify customers logging onto the system through use of two-factor authentication that utilizes Usernames and Passwords, plus Secure Access Codes delivered via email, text message to your mobile device or to a phone via voice call, Stearns Bank reserves the right to modify the identification process from time to time to implement new measures that are recommended in the industry to combat new or increased threats.
- B. You are responsible to install, update, maintain and properly use industry standard security products that are appropriate for you, such as the following:
 1. Desktop firewall used to prevent unauthorized access to your network.
 2. Updated anti-virus protection used to prevent your computer or other access device from being victimized by the latest viruses and Trojans.
 3. Updated anti-spyware protection used to prevent spyware from providing potential tracking information about your web activities.
 4. Operating system and desktop applications updated with the latest patches when they are available, particularly when and if they apply to a known exploitable vulnerability.
 5. A product that indicates the web site you are on, or an internet browser that indicates the site name.

XIV. MOBILE BANKING SERVICES

- A. Mobile Banking is offered as a convenience and supplemental service to our Electronic Banking Services available through Online Banking. Many services that are described in this Agreement or available through the Online Banking website will be available with Mobile Banking. Such services will be subject to the same terms and limitations described in your Account Documentation. However, not all Electronic Banking Services are available through Mobile Banking. You may determine which Mobile Banking services are available for Mobile

Devices at any time by logging into Mobile Banking. The most up-to-date list of services that you may be able to access through Mobile Banking will also be posted on the Online Banking website.

- B. Once you enroll for Mobile Banking, designated Eligible Accounts and payees (or billers) enrolled for Online Banking will also be accessible through Mobile Banking. Mobile Banking services (e.g., viewing balances, searching for transactions, viewing transactions, internal transfers, SMS text alerts and banking, and the Mobile Deposit service), may be added, reduced or modified by us from time to time without prior notice except as required by law. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services. We may also modify, reduce or expand the geographic areas in which we offer Mobile Banking or any of its functions or services. We reserve the right to refuse to make any transaction you request through Mobile Banking.
- C. Subject to the terms and conditions of this Agreement and other Account Documentation, you may also use Mobile Banking to make mobile deposits of checks to your qualifying Eligible Accounts using our Mobile Deposit Service. To activate the Mobile Deposit Service, you must separately enroll for this service through Mobile Banking. This service is subject to additional terms and conditions, and your use of such service will constitute your acceptance to these additional terms and conditions. For additional information about this service, please click on the link for the Mobile Deposit Service available through Mobile Banking.
- D. We do not guarantee functionality of Mobile Banking (or any specific Software that we provide with respect to Mobile Banking) on all Mobile Devices, on all communication networks, in all geographic regions, or at all times. We may elect to discontinue Mobile Banking (or any of the services that we provide, from time to time, through Mobile Banking) at any time. If we choose to discontinue Mobile Banking, we will provide you with reasonable notice. We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

XV. MOBILE DEPOSIT SERVICE.

- A. **General Description of the Mobile Deposit Service.** Our Mobile Deposit Service allows you to make mobile deposits (each such deposit “**Mobile Deposit**” and collectively “**Mobile Deposits**”) to your Stearns deposit accounts (each a “**Deposit Account**” and collectively the “**Deposit Account**”). You may use the Mobile Deposit Service in connection with Deposit Accounts you have enrolled for Mobile Banking. Mobile Deposits may be made to your Deposit Accounts by using a supported camera-enabled Mobile Device with our downloadable Mobile Banking Software to capture electronic images of paper checks and to transmit such images and other information required hereby to us or our designated processor (a “**Processor**”). ***You acknowledge and agree that a Mobile Deposit made by you using the Mobile Deposit Service is not an “electronic funds transfer” as that term is defined in Consumer Financial Protection Bureau’s Regulation E.*** The terms “us”, “our” and “Processor” may be used interchangeably when used in relation to any services performed by a Processor on our behalf including, but not limited to, the receipt and processing of images and check data and any notices related thereto. The Mobile Device must capture an image of the front and back of each Check (“**Check Images**”) to be deposited in accordance with the procedures outlined in this Agreement and any instructions provided to you within our Mobile Banking Software (“**Procedures**”). After capture of the Check Images and all other required data and information from the paper Check, you will transmit for Mobile Deposit the Check Images and all other required data and information from or pertaining to the Check to us or Processor using the Software installed on your Mobile Device. Subject to compliance with the terms, provisions and conditions of this Agreement, we will process the Mobile Deposit on the Business Day we receive the Mobile Deposit and enter the Check Images of the Check into the collection process, in accordance with the provisions of our then current Account Documentation pertaining to the Deposit Account into which the Mobile Deposit is to be made. You acknowledge and agree that we may discontinue, and/or change the terms of the Mobile Deposit Service or any related content, features, products or services associated therewith, at any time without notice or liability to you or any third party except as required by law.
- B. **Activation and Eligibility.** To activate the Mobile Deposit Service, you must first enroll through Mobile Banking and meet our eligibility requirements. Only Deposit Accounts in good standing and enrolled in Mobile Banking will be eligible for the Mobile Deposit Service. Deposit Accounts with excessive returned checks or ACH transactions, negative balances, other negative account history or any other criteria we may establish from time to time will not be granted access to use the Mobile Deposit Service. Deposit Accounts granted access to the Mobile Deposit Service may be denied future transactions if the Deposit Accounts are no longer in good standing.
- C. **Checks Deposited and Security Interest.** When using the Mobile Deposit Service, you hereby agree that you will only scan and deposit a check as that term is defined in Federal Reserve Board Regulation CC (each a “**Check**” and, if more than one, “**Checks**”). You cannot deposit money orders using the Mobile Deposit Service. You agree that you will not use the Mobile Deposit Service to deposit any Checks that:

1. are payable to any person or entity other than the Deposit Account owner or joint owners of the Deposit Account,
 2. are prohibited by our then current Procedures pertaining to the Mobile Deposit Service or are in violation of any law, rule or regulation,
 3. evidence alteration or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the Checks are drawn,
 4. have been previously endorsed by a bank (or other institution) and are either "substitute checks" (as defined in Regulation CC or other applicable federal law or regulation) or "image replacement documents" that purport to be substitute checks, without our prior written consent,
 5. are drawn on financial institutions that are located outside of the United States or territories of the United States,
 6. are not payable in US Dollars, and
 7. are not acceptable to us for deposit into a Deposit Account as provided in the Account Documentation.
- D. Checks described in clauses (1) through (7) are each a "**Prohibited Check**" and, collectively, "**Prohibited Checks.**" If you deposit a Prohibited Check, you agree to indemnify and reimburse us for, and hold us harmless from and against, any and all losses, costs and expenses (including reasonable attorneys' fees) we may incur associated with any warranty, indemnity or other claim related thereto. You grant us a security interest in all Deposit Accounts or other deposits (whether general or special) of yours at Stearns, and in all funds in such Deposit Accounts or other deposits, to secure your obligations to us under this Agreement. This security interest will survive termination of this Agreement.
- E. **Scanning of Checks and Transmission of Check Images.** You shall properly use all Software required by this Agreement or otherwise, required for or related to, the use of the Mobile Deposit Service. Before capturing a picture of the Check Images, you shall endorse the Check with the Deposit Account owner's name and the legend "For Mobile Deposit Only." Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint Deposit Account owner, either of you can endorse it. If the check is made payable to you and your joint Deposit Account owner, both of you must endorse the check. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

Once you have endorsed the Check, you shall then capture the Check Images of the Checks to be deposited via Mobile Deposit and transmit the Check Images and any other required data and information from or pertaining to such Checks to us or the Processor in accordance with the Procedures. We reserve the right to amend the Procedures, with or without prior notice to you. To ensure accuracy, you shall key the amount of each Check and any other information required using the Software prior to transmitting the Mobile Deposit in accordance with the Procedures.

- F. **Limits and Cut-Off Times.** We reserve the right to impose limits on the amount(s) and/or number of Mobile Deposits that you transmit using the Mobile Deposit Service and to modify such limits from time to time (collectively defined as the "**Limits**"). Presently the Limit is \$3,000.00 per day, but the Bank may revise such Limits from time to time in its sole discretion. You may send multiple Mobile Deposits to us or Processor throughout the day, not to exceed the Limits. We may, at our option, refuse to accept a Mobile Deposit that exceeds the Limits, or we may accept and process the Mobile Deposit. To be eligible for processing on the day transmitted, Mobile Deposits must be received by us on or before 4:00 p.m. CST on a Business Day that we are open (the "**Cut-Off Time**"). A Mobile Deposit is considered received by us when the Mobile Deposit Service generates a confirmation message. For purposes of determining when a Mobile Deposit has been delivered and received, our records shall be determinative. A Mobile Deposit that is transmitted after the Cut-Off Time shall be deemed to have been received by us at the opening of our next Business Day. We reserve the right to change Limits and the Cut-Off Time. All such changes shall be effective immediately and may be implemented prior to your receipt of notice thereof except as otherwise required by law. You may contact us at any time to verify the Limits and the Cut-Off Time.
- G. **Maintenance and Destruction of Original Check.** You shall securely store all original Checks for a period of ten (10) days after you have received notice from us that the Mobile Deposit containing the Check Images has been accepted (such period the "**Retention Period**"). During the Retention Period, you shall take appropriate security measures to ensure that: (a) only you shall have access to original Checks, (b) the information contained

on such Checks shall not be disclosed, (c) such Checks will not be duplicated or scanned more than one time and (d) such Checks will not be deposited or negotiated in any form. You will promptly (but in all events within five (5) Business Days) provide any retained Check (or, if the Check is no longer in existence, a replacement Check or a sufficient copy of the front and back of the Check) to us as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any Check. If not provided in a timely manner, such amount will be reversed from your Deposit Account. Promptly after such period expires, you must destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. *After destruction of an original check, the image will be the sole evidence of the original check.* You hereby indemnify us for, and hold us harmless from and against, any and all claims, demands, actions, causes of action, losses and damages, of whatever nature or kind, and regardless of the theory upon which the same is (are) based, caused directly or indirectly by, arising out of, related to, in connection with or resulting wholly or partially from, the destruction of original Checks by you. You agree that you will never re-present the original Check. You understand that you are responsible if anyone is asked to make a payment based on an original Check that has already been paid.

- H. **Image and MICR Quality.** Check Images of each Check shall be of such quality that the following information can clearly be read and understood by sight review of such Check Images:
1. the amount of the Check;
 2. the payee of the Check;
 3. the signature of the drawer of the Check;
 4. the date of the Check;
 5. the Check number;
 6. the information identifying the drawer and the paying bank (or other institution) that is preprinted on the Check, including the magnetic ink character recognition ("**MICR**") line; and
 7. all other information placed on the Check prior to the time the Check Images of the Check are captured, such as any required identification written on the front of the Check and any endorsements applied to the back of the Check.
- I. You shall ensure the Check Images transmitted to us include the full-field MICR encoding on each Check. You shall be responsible for the inspection of all Check Images to ensure the legibility of the Check Image including without limitation the dollar amount and signature of the person who signed the Check (the "drawer"), and for ensuring that any and all information on a paper Check is accurately captured and legible in the resulting Check Image and otherwise complies with any Check Image quality standards and guidelines that may be established by American National Standards Institute, ECCHO Rules, the Federal Reserve, other applicable regulatory agency or clearinghouse, or that we may provide to you from time to time. You acknowledge that current image technology may not capture all security features (e.g. watermarks) contained in the original paper checks and agree to assume any and all losses resulting from claims based on security features that do not survive the image process.
- J. **Receipt of Mobile Deposit.** After we receive your Mobile Deposit, we will review the Check Images and other information contained therein. For each Mobile Deposit that we determine is eligible for processing as described in this Agreement, we will: (i) create a substitute Check that we will present directly or indirectly to (a) the institution on which the original Check to which the Check Images relate is drawn, or (b) the institution at or through which the Check is payable (each, the "Paying Institution"); (ii) include the Check Images in an electronic file for presentment directly or indirectly to the Paying Institution; or (iii) present or post any Check Images for which we are the Paying Institution. You agree that you shall be solely liable for, and we shall not have any liability whatsoever to you for, any Mobile Deposit or Check Images or other information contained therein that are not received by us in accordance with the terms of this Agreement or for Mobile Deposits or Check Images or other information contained therein that are intercepted or altered by an unauthorized third party. You agree that we have no obligation to accept a Mobile Deposit and, therefore, may reject any Mobile Deposit or Check Images or other information contained therein submitted by you. We shall have no liability to you for the rejection of a Mobile Deposit or Check Images or other information contained therein or for the failure to notify you of such rejection. Upon receipt of a Mobile Deposit submitted by you, we may examine such Mobile Deposit and the Check Images and other information contained therein to ensure that you have complied with this Agreement and followed the Procedures. If we determine that you have not complied with this Agreement or followed the Procedures or if errors exist in the Check Images or other information contained in the Mobile Deposit, we, in our sole discretion, may either reject the Mobile Deposit or elect to correct the error and accept and process the corrected Mobile

Deposit (a “**Corrected Mobile Deposit**”). As a form of correction, we may credit your Deposit Account for the full amount of the Corrected Mobile Deposit and make any necessary adjustments to the Deposit Account to correct the error. We may, at our option, also perform a risk management analysis of one or more Mobile Deposits submitted by you to detect potentially fraudulent Checks, and, in our sole discretion, we may reject any such Mobile Deposit or the Check Images or other information contained therein. If after examination of a Mobile Deposit and the Check Images and other information contained therein, we determine that you have complied with this Agreement and processed and transmitted the Mobile Deposit in accordance herewith and with the Procedures, we shall accept the Mobile Deposit for deposit to your designated Deposit Account. Notwithstanding the fact that we have accepted a Mobile Deposit for processing, any credit made to your Deposit Account shall be provisional, and you shall remain liable to us for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against, us.

- K. **Availability of Funds.** We are notifying you in advance that Mobile Deposits made using our Mobile Deposit service do not fall under the standard provisions of Regulation CC — Expedited Funds Availability Act. As such, longer hold periods may apply. In general, if a Check Image of an Item you transmit through the Mobile Deposit Service is received and accepted before the Cut-Off Time on a Business Day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next Business Day we are open. Funds deposited using the Mobile Deposit service will generally be made available within three to five Business Days from the day of deposit. We may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as we, in our sole discretion, deem relevant. You acknowledge that all credits given by us for a Check are provisional, subject to verification and final settlement.
- L. **Laws, Rules and Regulations.** You agree to comply with all existing and future operating procedures used by us for processing of transactions. You further agree to comply with, and be bound by, all applicable state or federal laws, rules, regulations, orders, guidelines, operating circulars and pronouncements, affecting checks and drafts, including, but not limited to, all rules and procedural guidelines established by the Board of Governors of the Federal Reserve and the Electronic Check Clearing House Organization (“**ECCHO**”) and any other clearinghouse or other organization in which we are a member or to which rules we have agreed to be bound. These procedures, rules, and regulations (collectively the “**Rules**”) and laws are incorporated herein by reference. In n the event of conflict between the terms of this Agreement and the Rules, the Rules will control.
- M. **Collection of Checks.** We, in our sole discretion, shall determine the manner in which Images shall be presented for payment to the drawee bank (or other institution). We, in our sole discretion, shall select the clearing agents used to collect and present the Check Images, and our selection of the clearing agents shall be considered to have been designated by you. We shall not be liable for the negligence of any clearing agent. Collection of Checks is also subject to the Rules and the terms of the Account Documentation governing your Deposit Accounts.
- N. **Unavailability; Contingency Plan.** Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. You acknowledge that, in the event you are not able to capture, process, produce or transmit a Mobile Deposit to us, or otherwise comply with the terms hereof or of the Procedures, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, you may deposit original Checks with us at one of our branch locations or through our ATM or a participating ATM network until such time that the outage, interruption or failure is identified and resolved. You hereby acknowledge and agree that we shall not be liable to you for any loss or damage of any nature sustained by you as the result of your inability to use the Mobile Deposit Service. The deposit of original Checks at a branch or ATM of Stearns shall be governed by the terms and conditions of your other Account Documentation and not by the terms of this Agreement. Notwithstanding the foregoing, and to the extent applicable, Section M. below dealing with warranties shall apply to the deposit of original Checks. It is your sole responsibility to verify that Check Images transmitted using the Mobile Deposit Service have been received and accepted for Mobile Deposit
- O. **Warranties.** You represent, warrant and covenant the following to us:
1. You shall only deposit Checks that are authorized by this Agreement, the Procedures and the Account Documentation.
 2. Each Check Image is a true and accurate rendition of the front and back of the original Check, without any alteration, and the drawer of the Check has no defense against payment of the Check.
 3. The amount, payee(s), signature(s), and endorsement(s) on the Check Image and on the original Check are legible, genuine, and accurate.

4. You will not deposit or otherwise endorse to a third party the original Check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original Check or a paper or electronic representation of the original Check such that the person will be asked to make payment based on an item that has already been paid.
 5. There are no other duplicate Check Images of the original Check.
 6. The original Check was authorized by the drawer in the amount stated on the original Check and to the payee(s) stated on the original Check.
 7. You are authorized to enforce and obtain payment of the original Check.
 8. You have possession of the original Check and no party will submit the original Check for payment.
 9. With respect to each Check Image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that Check Images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.
 10. You will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.
 11. All information provided by you to us is true, complete and accurate.
- P. **Returned Checks.** If Checks remotely deposited by you using the Mobile Deposit Service are dishonored or otherwise returned unpaid by the drawee bank (or other institution), or are returned by a clearing agent for any reason, including, but not limited to, issues relating to the quality of the Check Images, you understand and agree that, since you either maintain the original Check or have destroyed the original Check in accordance with this Agreement, the original Check will not be returned, and we may charge your Deposit Account for any and all returned Checks, along with any returned check fees authorized by the Account Documentation. You understand and agree that any returned Checks may be in the form of an electronic or paper reproduction of the original Check or a substitute Check. Unless otherwise instructed by us, you agree not to deposit the original Check if the Check Images were previously transmitted to us using the Mobile Deposit Service and returned for any reason. We may debit any of your accounts with us to obtain payment for any Check that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.
- Q. **Confirmation: Deposit Account Reconciliation.** We will provide notice of receipt of Mobile Deposits to your Deposit Account on the periodic statement for such Deposit Account. You are responsible for detecting and reporting to us any discrepancy between your records and the records we provide to you. If you do not detect and notify us of such a discrepancy within 30 days of your receipt of any terminal printout, mailed report or periodic statement, whichever is received first, then such transactions shall be considered correct, and you shall be precluded from asserting such error or discrepancy against us.
- R. **Mobile Deposit Security.** You will complete each Mobile Deposit promptly. If you are unable to complete your Mobile Deposit promptly, you will ensure that your Mobile Device remains securely in your possession until the Mobile Deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone with written confirmation if you learn of any loss or theft of original Checks. You will ensure the safety and integrity of original Checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit you, and you agree to cooperate with us to permit such auditing, to confirm that you have satisfied your obligations under this Agreement.
- S. **Your Responsibility.** You are solely responsible for the quality, completeness, accuracy, validity and integrity of the Check Images. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible Check Images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable Check Images to us. In addition, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or the Mobile Deposit Service, copy or reproduce all or any part of the technology or the Mobile Deposit Service; or interfere, or attempt to interfere, with the technology or the Mobile Deposit Service. We and our technology partners, retain all rights, title and interests in and to the Mobile Deposit Services, Software and related technology made available to you.

- T. **Indemnification Obligations.** You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Mobile Deposit Services and/or breach of this Agreement. You understand and agree that you are required to indemnify our technology partners, and hold harmless them and their affiliates, officers, employees and agents, against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to your use of the Mobile Deposit Services, unless such claim directly results from an action or omission made by our technology partners in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.
- U. **DISCLAIMER OF WARRANTIES.** YOU AGREE THAT YOUR USE OF THE MOBILE DEPOSIT SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE MOBILE DEPOSIT SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE MOBILE DEPOSIT SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN THE MOBILE DEPOSIT SERVICE OR TECHNOLOGY WILL BE CORRECTED.
- V. **LIMITATION OF LIABILITY.** YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THE MOBILE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.
- W. **Financial Information.** You must inform us immediately of any material change in your financial circumstances or if any of the information provided to us in connection with your enrollment for Mobile Banking or the Mobile Deposit Services changes. You agree to provide us any financial information we reasonably request during the term of this Agreement. You authorize us to review your history from time to time.

XVI. SMS TEXT ALERT AND TEXT BANKING SERVICES.

- A. **Description of Text Services.** Our SMS Text Alert and Text Banking Services ("**Text Services**") allow you to obtain and access your Eligible Account information and conduct transfers between Eligible Accounts utilizing SMS text messaging, as further described on our Online Banking website.
- B. **Activating Text Services.** To utilize the Text Services, you must own a mobile device capable of receiving and sending SMS text messages ("Mobile Device") and enroll your Mobile Device for the Text Services through our Online Banking website. To enroll for the Text Services, you must first be enrolled in Online Banking. Enrollment requires identification of the user's banking relationship as well as providing a mobile telephone number. At this time, the following operating systems are supported; Android v 2.1 and higher, Blackberry OS 4.2 and higher, Apple iOS 4.3 and higher. Please contact us for a complete list of devices and operating systems supported.
- C. **Stopping Texts:** Text Services can be cancelled at any time by texting "**STOP**" to **226563** from your Mobile Device. You agree that your prior express consent to receive text messages using this service shall continue indefinitely unless and until you comply with the method described in the prior sentence for cancelling your prior express consent. Other methods or means attempted to revoke your prior express consent shall be ineffective and you hereby release Bank from any liability related to your efforts to revoke your prior express consent by other methods or means.

If revoking your consent by texting "**STOP**" to **226563**, your text message should contain only the word "**STOP**" without any additional words, spaces, or characters either before or after the word "STOP." We will reasonably endeavor to comply with other text communications sent to **226563** in which you indicate a clear and unmistakable intent to revoke your prior permission; however, you (a) understand that these messages go to a short code number that is entirely automated, is not monitored by a human, and the ability of our short code box to interpret your intent is severely restricted and, therefore, (b) you hereby release us from any liability for your efforts to revoke your permission via a text message to **226563** that does not strictly comply with the terms stated in the first sentence of this paragraph.

Furthermore, by activating the Text Services, you hereby grant us express permission (without qualification) to respond to your cancellation request (whether that request came through Online Banking or by texting "**STOP**" to **226563**) with a confirmatory text message in return that will (y) confirm receipt of your cancellation request as well as (z) indicate that you will no longer receive text messages from us. You hereby release us from any liability related to a confirmatory text message or the timeliness in which you receive one.

- D. **Authorized Transactions.** You are responsible for all transfers or other transactions you authorize while using Text Services. If you permit other persons to use your Mobile Device, then you are responsible for any transactions they authorize using Text Services. If you believe that your Mobile Device or other means to access your Eligible Account has been lost or stolen or that someone may attempt to use the Text Services through your Mobile Device without your consent, or has transferred money without your permission, you must notify us in the manner described in the section below entitled "Electronic Funds Transfer Agreement and Disclosure."
- E. **Convenience.** Our Text Services are provided for your convenience and are not intended to replace your monthly account statement(s), which are the official record of your account(s) with us. Receipt of account information through the Text Services may be delayed or impacted by factor(s) pertaining to your communication service provider or other parties.
- F. **Get Help or Support:** To get help or answers to your questions regarding the Text Services, call 800-320-7262. From your Mobile Device, you can also request that we send you an additional text message that will include relevant contact information by texting "**HELP**" to **226563** anytime.
- G. **Pricing: Message and Data Rates may Apply.** We do not charge a fee for our Text Services. Your wireless carrier may assess fees for text messaging. The Text Services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from us. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service.
- H. **Acknowledgements and Representations.** By enrolling your Mobile Device number(s) and successfully activating the Text Services, you acknowledge and represent to us that:
 - 1. You are the owner or an authorized user of the Mobile Device that you link to the Text Services;
 - 2. You grant us express permission to send text messages to that (those) Mobile Device(s) through your wireless phone carrier unless and until such permission is revoked in accordance with these terms and conditions;
 - 3. You agree that you will continue to be subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service carrier or provider, and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Text Services, and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and, accordingly, you agree to resolve any problems with your carrier or provider directly without involving Bank;
 - 4. You represent and agree that all information you provide to us in connection with Text Service is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Text Services. You agree not to misrepresent your identity or your account information. You agree to keep your account information and Mobile Device number(s) up-to-date and accurate. You agree to provide source indication in any messages you send (e.g., mobile telephone number, "From" field in text message, etc.);
 - 5. You agree to protect your Mobile Device that receives information through the Text Services and not to let any unauthorized person have access to the information we provide to you through the services. You further agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonably attorneys' fees) arising from access to your Mobile Device by anyone other than you; and
 - 6. In case of unauthorized access to your Mobile Device, you agree to cancel your enrollment in Text Services associated with the Mobile Device immediately.
- I. **Access to Text Services.** We reserve the right to limit the types and number of Eligible Accounts eligible to use the Text Services and the right to refuse any request through the Text Services. We also reserve the right to modify the Text Service at any time. We may also suspend your access to the Text Services any time without notice and for any reason, including but not limited to, your non-use of the services. You agree that we will not be liable to you or any third party for any modification or discontinuance of Text Services.

- J. **Availability.** You may utilize the Text Services 24 hours a day, seven days a week unless the Text Services are unavailable for necessary maintenance. We will use reasonable efforts to make the Text Services available for your use on a continuous basis. We do not guarantee functionality of the Text Services on all mobile devices, on all communication networks, in all geographic regions, or at all times. We make no representation that the Text Services will be available for use in locations outside of the United States. Accessing the Text Services from locations outside of the United States is at your own risk.
- K. **Our Liability.** We will not be liable for any delays or failures in your receipt of any SMS text messages as delivery is subject to effective transmission from your network operator and processing by your Mobile Device. You agree that our Text Services are provided "as is" without warranty of any kind, express or implied, including, but not limited to, warranties of performance or merchantability or fitness for a particular purpose or non-infringement or any other warranty as to performance, accuracy or completeness. We do not warrant the reliability of our Text Services when a service provider interruption occurs. Such interruptions in service may cause inaccuracies, delays, loss of data, or loss of personalized settings. You agree that we will not be liable for losses or damages caused in whole or in part by your actions or omissions that result in any disclosure of account information to third parties. Also, nothing about our Text Services creates any new or different liability for us beyond what is already applicable under your existing Account Documentation.

XVII. ELECTRONIC FUND TRANSFER DISCLOSURE.

- A. The Electronic Fund Transfer Act and Regulation E require institutions to provide certain information regarding electronic funds transfer (EFT) services. This disclosure only applies to EFT services utilized to debit or credit an Eligible Account. These disclosures and the protections contained here do not apply to non-Consumer Accounts. Not all of the EFT services described below may apply to your Consumer Account or your use of our Online Banking and Mobile Banking services.
- B. **Terms and Conditions.** The following provisions govern the use of electronic fund transfer (EFT) services. If you use any EFT services provided, you agree to be bound by the applicable terms and conditions listed below. Please read this document carefully and retain it for future reference.
- C. **Electronic Funds Transfer Services Provided.** You may use our Electronic Banking Services to initiate EFTs to or from your Eligible Accounts.
- D. **Preauthorized Credits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- E. **Preauthorized Debits.** You may make arrangements to pay certain recurring bills from your checking or savings account(s). In addition, you may make arrangements to pay bills directly by phone or Internet from your checking or savings account in the amounts and on the days you request.
- F. **Telephone Banking Transfers.** You may access your checking or savings account(s) by telephone 24 hours a day at 1-877-899-2265 using your personal identification number, a touch tone phone and your checking or savings account numbers(s) to: transfers funds between checking and savings accounts; make payments from your account(s) to make payment on loan account(s) with us; and make inquiry about account(s) balances, deposits and withdrawals from your account(s).
- G. **ATM Transfers.** You may access your checking or savings account(s) by Automated Teller Machine (ATM) using your ATM Card or Debit/ATM Card and personal identification number to: get cash withdrawals from your checking or savings account(s); make deposits to your account(s); and transfer funds between checking and savings accounts. Some of these services may not be available at all terminals and other terminal operators may have other limits on transfers.

Unless otherwise disclosed to you in writing at card issuance, the daily ATM withdrawal limit is \$100, except that for Stearns Bank the daily limit is \$309.

- H. **Point of Sale Transfers.** You may access your checking account(s) in person, by phone, and/or Internet using your Debit/ATM card to: purchase goods and service; get cash from a merchant or participating financial institution, if they permit it (in person use only). Some of these services may not be available at all terminals and other terminal operators may have other limits on transfers.

Unless otherwise disclosed to you in writing at card issuance, the daily point of sale transfer limit is \$500 per day, except that for Stearns Bank the daily limit is \$1000.

- I. **Computer/Internet Transfers.** You may access your checking or savings account(s) by Internet at www.stearnsbank.com and using your Username and your Password (or PIN) to: transfer funds between checking and savings accounts; make payments from your checking or savings account(s) to make payment on loan account(s) with us; obtain checking, savings or loan account(s) balances and information on deposits, withdrawals and loan payments; and make payments from checking to third parties with Bill Pay (contact a deposit account representative regarding Bill Pay service and fees).
- J. **Mobile Banking Transfers.** Before using this service, you will need a Mobile Device, web access and be enrolled in Stearns Bank's Online Banking product. Then you may access your account(s) by web-enabled cell phone by using the Stearns Bank application and using your User ID and Password to: transfer funds between checking and savings accounts; make payments from your checking or savings account(s) to make payment on loan account(s) with us; obtain checking, savings or loan account(s) balances and information on deposits, withdrawals and loan payments; and make payments from checking to third parties with Bill Pay (contact a deposit account representative regarding Bill Pay service and fees). You may be charged access fees by your cell phone provider based on your individual plan. Check with your cell phone provider for details on specific fees and charges.
1. Mobile Payments: Google Pay & Apple Pay mobile wallet software is required to access Debit card with same payment capabilities & limitations outlined in various sections of the Electronic Funds Transfer Disclosure.
- K. **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 Automate 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 electronically pay a returned check charge can occur when a merchant provides you with a 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 financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution 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 funds transfers. Examples of these transfers include, but are not limited to:
1. Electronic Check Conversion. You may authorize a merchant or other payee to make a one- time electronic payment from your checking account using the information on your check to pay for purchases or pay bills.
 2. Electronic Returned Check Charge & Collection. You may also authorize a merchant or other payee to initiate an EFT to collect a fee for the return of an electronic fund transfer or a check unpaid due to insufficient funds in your account.
- L. **Transaction Limitations & Conditions.** Preauthorized or automatic transfers out of your savings and money market accounts are limited to six (6) per month (calendar or statement cycle) by check, electronic check, draft, debit card, Point of Sale (POS), bill pay or other payment order to a 3rd party as well as transfers out by telephone, internet or through an automated clearing house (ACH). If you exceed the number of transactions then your account is subject to closure. Refer to the Truth in Savings Disclosure of Account Terms for additional transaction limitations that apply to your account. Initiation of a transfer may create an overdraft of your account if we choose to honor the transaction and charge your account. If you overdraw your account, you agree to pay us the overdrawn amount and any applicable fees. If your deposit account has a Ready Cash Credit Line (overdraft credit plan) attached, any overdraft will be made in accordance with that separate loan agreement.
- M. **Fees.** Please refer to Article III above and your Account Documentation for a description of fees.
- N. **ATM Operator Network Fees.** In addition, 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 funds transfer.
- O. **Documentation.** (1) Terminal transfers. You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or POS Terminals. (2) 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 the number indicated in this Agreement or on your periodic statement to find out whether or not the deposit has been made. (3) Periodic statements. You will get a monthly statement on checking and money market accounts. If you have a savings account where preauthorized debits may occur, you will get a monthly account statement unless there are no transfers in a particular month. In any case you will get the statement at least quarterly. For savings accounts where the only possible electronic fund transfers are preauthorized credits you will get a semi-annual statement. (4) Receipt for small dollar transactions. If your debit

card or ATM card transaction is \$15 or less you may not receive a receipt. (5) You will get semi-annual account statements if there are no preauthorized transfers.

- P. **Preauthorized Payments.** (1) Right to stop payment and procedure for doing so. If you have told us in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. Please refer to the separate fee schedule for the stop payment fee. (2) Notice of varying amounts. If these regular payments may vary in amount, we or 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.) (3) 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.
- Q. **Financial Institution's Liability.** 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 the transfer would go over the credit limit on your overdraft line. (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.
- R. **Confidentiality.** We will disclose information to third parties about your account or the transfers you make: (i) Where it is necessary for completing transfers, or (ii) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or (iii) In order to comply with government agency or court orders, (iv) If you give us your written permission, or (v) as described in our Privacy Policy which can be found at <https://www.stearnsbank.com/security>.
- S. **Consumer Liability. Tell us AT ONCE if you believe your Debit/ATM card (or PIN) or Password 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 the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days, you can lose no more than \$50 if someone used your card or code without your permission. Also, if you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.
- T. 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 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 a hospital stay) kept you from telling us, we will extend the time periods.
- U. **Contact in Event of Unauthorized Transfer.** If you believe your card (or PIN) code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write to your Stearns Bank location listed below. You should also call the number or write to the address listed in this Agreement if you believe a transfer has been made using the information from your check without your permission.

Error Resolution Procedures. In case of errors or questions about your electronic transfers, telephone or write to your Stearns Bank location at the phone number or address listed at the end of this Electronic Funds Transfer Disclosure as soon as you can. Also contact your Stearns Bank location 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 after we hear from you and will correct any error promptly (5 business days for a Debit/ATM card POS transaction processed by Mastercard and 20 business days if the transfer involved a new account). If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. (90 calendar days if the transfer involved a new account, a POS

transaction or a foreign transfer). If we decide to do this, we will credit your account within 10 business days (5 business days for a Debit/ATM card POS transaction processed by Mastercard and 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 new 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 was 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.

- V. **Time Needed to Complete Terminal Transaction.** Transaction made at a terminal will normally be completed and charged to your account the same business day.
- W. **Point of Sale Transfers (POS).** If a merchant accepts the card in payment of goods and services, you must raise any claim or defense with respect to goods or services purchased with the merchant who honored the card. **We cannot reverse a POS transaction.** However, if the use of the card resulted in a loan from us, please refer to your separate loan agreement concerning dispute resolution.
- X. **Other Stop Payment Information.** You may not place a stop payment order on an ATM withdrawal, debit card transaction or Point of Sale (POS) purchase. For one-time arrangements to pay bills electronically, which may include authorizing a merchant to use information from your check to make an electronic payment, you may be able to stop payment if we receive your stop payment order in enough time to act on it before the payment has been processed.
- Y. **Right to Bring Civil Action (Minnesota).** You may bring civil action against any person violating the consumer privacy and unauthorized withdrawal provisions of the Minnesota Electronic Funds Transfer Facilities Act and may recover, in addition to actual damages or \$500, whichever is greater, punitive damages together with the court costs and reasonable attorneys' fees.
- Z. **Amendment and Termination of Electronic Funds Transfer Arrangement.** We may amend this agreement upon giving you such notice as may be required by law. You may terminate any electronic funds transfer arrangement by written notice to us. We may terminate any electronic funds transfer arrangement or transaction at any time by written notice to you. Termination shall not affect the rights and obligations of the parties for transactions that occurred before termination.
- AA. **Business Days.** For purposes of these disclosures, our business days are Monday through Friday, 8:00 A.M. – 5:00 P.M. Central Standard Time. Saturdays, Sundays and holidays are not included.
- BB. **Contact Information.** You can contact a Stearns Bank representative in regard to your Eligible Account at the contact information below:

Stearns Bank N.A.
4191 2nd Street South
St. Cloud, MN 56301
Phone: 1-800-320-7262

Stearns Bank Holdingford N.A.
580 Main St
PO Box 9
Holdingford, MN 56340
Phone: (320) 746-2261

Stearns Bank Upsala N.A.
105 S. Main St.
PO Box 130
Upsala, MN 56384
Phone: (320) 573-2111

Contact information for additional locations can be found by clicking on "Locations & ATMs" at www.stearnsbank.com.

XVIII. COMMERCIAL ACCOUNTS ONLY.

- A. **Commercial Banking Access:** If requested by a business customer ("Company" or "you") and agreed to by Bank, Company's Authorized Users may access the Commercial Banking Services through the Electronic Banking Service.
- B. **Enrollment Instructions:** To enroll and access the Commercial Banking Services, Company will first be required to appoint an Administrator. The Administrator may then log into the Electronic Banking Service and set up Authorized Users and Commercial Account controls. An Administrator may also make certain modifications to the Commercial Banking Services and Authorized Users through the Electronic Banking Service.
- C. A representative of Company with signing authority or the Administrator will be able to establish limits on each Authorized User's authority to access information and conduct transactions. Based on the information Administrator submits through the Electronic Banking Service, Bank will issue a User ID and temporary password for each Authorized User and set Company's desired parameters with respect each Authorized User's access to Company's Accounts and Commercial Banking Services. If Stearns Bank believes that an Account's security or Stearns Bank's security may be at risk as a result of an Authorized Representative, Stearns Bank may, in its sole discretion, terminate the Authorized Representative's access to the Electronic Banking Service, an Account, or a Commercial Banking Service, or prevent the individual from being an Authorized Representative, without prior notice to such Authorized Representative or Company.
- D. **Administrator:** Company must choose and appoint and designate an Administrator. The Administrator will be responsible for creating and maintaining subsequent user IDs, passwords and other security information, including security tokens, on Company's behalf, including assigning and revoking access privileges for persons to use the Service, and providing new and subsequent security information to those Authorized Users. Bank will provide Administrator with a User ID and temporary password, and security tokens to be distributed by Administrator to each Authorized User with respect to one or more of the Commercial Banking Services. Company's Authorized Users will be required to use the Security Information, including a security token, each time the Authorized User accesses the Commercial Banking Services. Company acknowledges Administrator shall have the ability to control security levels such as Commercial Banking Service access.
- E. **Company's Acknowledgment.** By executing the Agreement, Company acknowledges (i) the inherent risks and responsibilities associated with conducting business via the internet and that there can be no assurance that inquiries or transaction activity will be completely secure, despite any security procedures established by Stearns Bank such as firewalls, passwords, and data encryption. Company also understands that access to the System will not be free from delays, malfunctions, or other inconveniences generally associated with this electronic medium and Company agrees Stearns Bank is not responsible for any such delays, malfunctions, or inconveniences; (ii) Company is responsible for maintaining all equipment required for its access to and use of the Commercial Banking Services; (iii) that Company is authorizing Bank and Bank's affiliates and agents to allow Company access to Accounts via the Internet; and (iv) Company is authorizing Bank, and any third party on Bank's behalf, to serve as agent in processing transaction instructions received from Company via the internet and to post such transactions to Company's designated Accounts. Company will be solely responsible for the timeliness, accuracy and adequacy of the data entered as well as the completeness of any instruction entered.
- F. **Company Additional Responsibilities:** Company is responsible for actions that may be taken by anyone using the Electronic Banking Services after signing in with Company's Security Information, except as otherwise set forth herein or in the Account Documentation governing Company's Accounts. Stearns Bank is entitled to rely and act upon Company Instructions received using Company's Security Information. Company is further responsible for keeping Company's Security Information confidential and for ensuring that Company has signed off from the Electronic Banking Services when Company's session is complete to prevent unauthorized persons from using the Electronic Banking Services.
- G. Company further agrees that Company and its Authorized Representatives will: (i) not use Electronic Banking Services for any activity or use that may disrupt the Electronic Banking Services or the networks through which Company accesses or uses the Electronic Banking Services; and (ii) not access or attempt to access any account for which Company has no access authorization, or duplicate, modify, distribute or display any of the data or files from any such account.
- H. **External Transfers.**

1. **External Transfer Description.** External transfers permit you to electronically transfer money between your Online Accounts at Stearns Bank and at other financial institutions that are located in the United States and have valid ABA routing numbers (“Approved Financial Institutions”). You may use external transfers only to make transfers to and from your eligible Online Accounts at Stearns Bank and any checking, savings or money market accounts at Approved Financial Institutions (not to exceed five accounts), from which accounts you must be authorized to make withdrawals and for which accounts you have verified your ownership (“Verified Account”). Eligible Online Accounts for external transfers are Stearns Bank checking accounts, savings accounts and money market accounts.
2. **Processing Time.** We will begin processing a transfer request on the same Business Day as the request only if we receive the request prior to 5:00 p.m. Central time. Requests received on a non-Business Day or after such cut off time will be processed on the next Business Day. A one-time immediate external transfer cannot be canceled after it has been submitted. Recurring external transfers and future dated external transfers can be cancelled the business day prior to the scheduled transaction date. However, once the pending external transfer states “Processing” it cannot be cancelled.
3. **Limitations.** You may only make transfers to or from your eligible consumer Online Accounts and Verified Accounts at Approved Financial Institutions. You agree to not transfer funds to or from an Online Account and a Verified Account at an Approved Financial Institution unless you have authority to do so. You may use external transfers to perform unlimited transfers between eligible Online Accounts and Verified Accounts; provided, however, that you may not perform more than 6 transfers per month from any savings or money market account. Furthermore, in any one (1) Business Day, the total aggregate amount of all external transfers from Verified Accounts to eligible Stearns Bank Online Accounts and to Verified Accounts from eligible Stearns Bank Online Accounts shall be limited in accordance with our policies.
4. **External Transfers.** You authorize us to follow your transfer instructions and to make external transfers through electronic means or any other means that we determine is appropriate.
5. Transfers to your Stearns Bank Eligible Account from your Verified Account at an Approved Financial Institution:
 - For a one-time transfer, we will deduct the funds from your Verified Account at an Approved Financial Institution on the date that you schedule the transfer to be sent (“**Transfer On**” date) or within 2 Business Days thereafter.
 - For a recurring transfer, we will deduct the funds from your Verified Account at an Approved Financial Institution on that start date (“**start date**”) or within 2 Business Days thereafter; we will continue to deduct funds from this Verified Account for subsequent transfers, using the start date as a reference point.
 - Funds Availability: When you transfer funds from a Verified Account at an Approved Financial Institution to your eligible Stearns Bank Online Account, the funds will be available for use the day the funds post to the Stearns Bank Online Account.
 - There must be adequate funds in your Verified Account at the time we attempt the deduction or your request will not be processed.
6. Transfers from your Stearns Bank Eligible Account to your Verified Account at an Approved Financial Institution:
 - For a one-time transfer, we will deduct the funds from your eligible Stearns Bank Online Account on the “**Transfer On**” date or within 2 Business Days thereafter.
 - For a recurring transfer, we will deduct the funds from your eligible Stearns Bank Online Account on the “**start date**” or within 2 Business Days thereafter; we will continue to deduct funds from this eligible Stearns Bank Online Account for subsequent transfers, using the start date as a reference point.
 - Funds availability: Once funds are transferred from your eligible Stearns Bank Online Account to Verified Account at an Approved Financial Institution, the availability of such funds will be at the sole discretion of the Approved Financial Institution.
 - There must be adequate funds in your Online Account at the time we attempt the deduction or your

request will not be processed.

- I. **Commercial Cash Management Services.** Commercial Account customers enrolled for the Bank's commercial cash management services may permit Authorized Representatives to access certain cash management services through Online Banking (e.g. wire transfer and ACH origination services). Access to and use of such cash management services through Online Banking shall be subject to the terms of this Agreement and any other Account Documentation, limitations, security procedures and requirements provided or established by Bank.

