

# Minnwest Bank Consumer Online Account Opening Disclosure Packet

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# ONLINE BANKING TERMS AND CONDITIONS

Please read these Terms and Conditions carefully and keep them for future reference.

**Definitions.** The words *you* and *your* refer to either and all of the persons signing the Application. The words *we*, *us*, and *our* refer to the financial institution identified in the Application. The words *your deposit accounts* refer to the deposit accounts with us identified in the Application. The words *your loan accounts* refer to the loan accounts with us on which either or all of you are obligated to us. The words *your accounts* refer to your deposit accounts and your loan accounts. The words *our internet service* refer to our Online Banking. The word *terms* refers to these Terms and Conditions. *ACH* refers to Automated Clearing House.

**Security.** We work hard to make our website secure. We will employ such security measures as in our reasonable judgment are appropriate to secure our website. You will not use our website for unauthorized purposes. We may monitor and audit transactions made through our website.

## OTHER AGREEMENTS

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

## JOINT ACCOUNTS

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

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

**Access to Accounts Via the Internet.** Subject to the terms set forth below, we will provide you with our internet service pursuant to which you can access your accounts by computer via the internet through our website using your username and password and providing such other information as may be required by our website to accomplish the following:

- Transfer funds between your deposit accounts.
- Make payments from your deposit accounts to your loan accounts.
- Make payments from your deposit accounts to third parties pursuant to our Online Bill Payment Program described below.
- Transfer funds from lines of credit you have with us to your deposit accounts.
- Get information about your accounts, such as account balances or information on deposits or withdrawals.

We will have no obligation to carry out any transfers or payments unless there are sufficient funds in the pertinent deposit account or any overdraft line of credit on that deposit account. We will promptly provide you with a username, password, the address of our website through which you can access your accounts, and such other information as you will need to participate in our internet service. You can arrange for a change of your password by calling the number set forth below. Please see the Limitations on Frequency of Transfers below.

## USER ID AND PASSWORD

You agree to keep your User IDs and passwords confidential to prevent unauthorized access to your accounts and to prevent unauthorized use your Online Banking. You are responsible for any transactions, including charges or fees, made by another person if you provide User IDs or passwords to another person, even if that person is not an account holder. For consumer accounts, such transactions will be deemed to be "authorized transactions" under the EFTA.

Upon five unsuccessful attempts to use your password, your access to Online Banking will be locked. You have the ability to immediately unlock or reset your password following identity verifications. Online Banking will be locked for 24 hours if you cannot provide the required identity information. You may also contact the bank directly for assistance to unlock your Online Banking.

**Online Bill Payment Program.** Our Online Bill Payment Program requires the execution of a separate written agreement and may involve third party service providers or senders.

- There are no additional charges for our Online Bill Payment Program.

**Hardware and Software Requirements.** We will promptly provide you with a statement of the computer hardware and software requirements to participate in our internet service. We can change these requirements and will give you

advance notice of any such changes. Unless you comply with such changes, you will not be able to participate further in our internet service. You are solely responsible for setting up and maintaining your computer hardware and software and satisfying all hardware and software requirements.

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

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

Once we have verified your account information, we will provide confirmation of our acceptance of your enrollment in Online Banking.

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

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

**Electronic Disclosures and Notices.** This Disclosure describes the process that must occur before we can provide you with electronic disclosures and notices (such as by email or website). It also describes your rights in the event you consent to receiving electronic disclosures and notices. First we must inform you as to the computer hardware and software requirements to receive and keep the electronic disclosures and notices. Then we must make an electronic request for your consent. Finally, you must give your consent electronically in response to our request. You understand prior to giving your consent that:

- (1) Your consent applies to disclosures and notices regarding your accounts or our Online Banking service, and it applies to your periodic account statements;
- (2) Unless you consent, you have the right to receive all required disclosures in paper or non-electronic form;
- (3) Even after consent, if you want to receive a paper copy of the disclosure in addition to the electronic disclosure you can obtain one free of charge by calling us;
- (4) You can withdraw your consent at any time by calling us, but such a withdrawal of consent may result in a monthly fee to provide a paper statement; and
- (5) You must promptly provide us with the information (such as an email address) needed to communicate with you electronically and update us as to any changes in such information by calling us.

We reserve the right to provide any disclosures or notices in writing, rather than electronically. Except as otherwise provided in this or other agreements, by law, or on our website, you can give us notices electronically, in writing, in person, or by telephone; however, we reserve the right to have notices confirmed in writing upon request.

**Stop-Payment Orders.** To be effective, a stop-payment order must be received in time to allow us a reasonable opportunity to act on it, and for some ACH debits must be received at least three banking days before the scheduled date of transfer. To be effective, a stop-payment order must identify the payment sufficiently to allow us a reasonable opportunity to act on it. If the payment is by check, or if the payment is by ACH debit and we give notice at the time an oral stop-payment order is received that written confirmation is required and provide an address where the written confirmation can be sent, an oral stop-payment order is effective for 14 calendar days only, unless confirmed in writing within the 14-day period. Properly signed written stop payment orders are effective for 6 months after date received and will automatically expire after that period unless renewed in writing. With respect to ACH debits, you and we agree to abide by the ACH rules and regulations regarding stop-payment orders.

See bank's current Schedule of Fees and Services for current stop payment fee amount.

**Hours of Operation.** You ordinarily can participate in our internet service 24 hours a day - 7 days a week. However, we reserve the right to suspend our internet service from time to time as we deem appropriate.

**Transaction Posting.** Transactions entered on our website on or before 6:00 p.m. Central Time on any business day will be posted on the same day. Transactions entered on our website on weekends, federal holidays or after 6:00 p.m. Central Time on a business day will be posted by the end of the next business day.

However, for the types of transactions noted below, the following alternative cut-off times apply. Transactions received after the noted cut-off time will be posted the following business day:

Wire transfers: 4:00 p.m.

ACH originations: 4:00 p.m.

**Assignment and Delegation.** We can assign our interest and responsibilities under this agreement, delegate our responsibilities under this agreement, and use independent contractors to perform or assist in the performance of our responsibilities under this agreement, as we deem appropriate.

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

For security reasons, there may be other limitations on the number of transfers you can make.

## **SECURITY**

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

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

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

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

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

## **INDEMNIFICATION**

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

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

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

## **JURISDICTION AND VENUE**

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

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

## WAIVER

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

**Termination.** We can terminate your right to participate in our internet service at any time if you fail to comply with these terms or the terms of your account agreements with us, including any failure to pay a required fee. Either you or we can terminate this agreement without cause upon 30 days advance notice.

**Changes in Terms.** We can change these terms by giving you notice as required by law. Continued use of our internet service by you after notice of a change in terms constitutes acceptance of the change.

**Notices.** Notices must be in writing and mailed or hand delivered, except that we can give them to you electronically if you have so consented. Notices to you are effective when given, regardless of whether you receive them. Notices to us are effective only when we actually receive them.

**Irreconcilable Conflicts.** These terms supersede those of your deposit or loan account agreements to the extent they cannot be reconciled. You expressly waive any deposit account agreement requirements of one or more signatures for withdrawal when using our internet service. Any one of the persons authorized to make withdrawals from your deposit accounts is authorized to make transfers pursuant to our internet service, even if your account agreements provide that multiple signatures are required for withdrawal.

## FEES

Except as indicated elsewhere in this or other agreements or disclosures, we do not charge for our Online Banking service.

We can debit any fees to any of your deposit accounts without notice.

## DOCUMENTATION

**Periodic Statements.** You will get a monthly account statement from us for your deposit accounts, unless there are no transfers in a particular month, in which case you will get a statement at least quarterly.

## FINANCIAL INSTITUTION'S LIABILITY

**Liability for Failure to Make Transfers.** If we do not complete a transfer to or from your account on time and in a correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line, and the transfer would go over the credit limit.
- (3) If circumstances beyond our control such as interruption of telecommunication service, catastrophic or emergency conditions, or a natural disaster (such as a fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (4) If the funds are subject to legal process or other encumbrance restricting the transfer.
- (5) There may be other exceptions stated in our agreement with you.

Except as expressly required by these terms or otherwise required by law, we will not be liable for any losses or damages resulting from:

- (1) Deficiencies in your computer hardware or software or in your ability or care in using them, or
- (2) Problems relating to your access to the internet.

## CONFIDENTIALITY

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

- (1) Where it is necessary for completing transfers; or
- (2) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) In order to comply with government agency or court orders; or
- (4) As explained in our separate privacy disclosures.

## UNAUTHORIZED TRANSFERS

**Consumer Liability.** Tell us at once if you believe your code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). We will be liable for all unauthorized transfers unless the unauthorized transfer was due to the loss or theft of your code. If due to the loss or theft of your code, and you notify us within 60 days of when the unauthorized transfer appears on the statement you can lose no more than \$50 if someone used your code without permission.

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

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

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

**Contact in Event of Unauthorized Transfer.** If you believe your code has been lost or stolen, call or write us at the telephone number or address listed below. You should also call the number or write to the address listed below if you believe a transfer has been made using the information from your check without your permission.

**RIGHT TO BRING CIVIL ACTION**

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

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

**TIME NEEDED TO COMPLETE TERMINAL TRANSACTIONS**

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

**ERROR RESOLUTION NOTICE**

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

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

(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

(3) Tell us the dollar amount of the suspected error.

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

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

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

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

MINNWEST BANK  
300 SOUTH WASHINGTON, P.O. BOX 439  
REDWOOD FALLS, MN 56283  
Business Days: Monday through Friday  
Excluding Federal Holidays  
Phone: 844- MINNWEST (844-646-6937)  
MORE DETAILED INFORMATION IS AVAILABLE  
ON REQUEST

## **Minnwest Bank External Transfer Agreement**

These terms and conditions (the "Agreement"), between you, the depositor (hereafter "You") and your Financial Institution, Minnwest Bank or its designated third-party processor or service provider ("We", "Us", hereafter "Bank"), authorize the Bank to initiate credit and debit entries (each an "Entry") by means of the Automated Clearing House (ACH) Network pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association and the New England ACH Association (the "Rules") on your behalf. Each Entry shall be pre-authorized and evidenced by a request initiated electronically as described herein, and will be received by a Financial Institution with which You have a deposit relationship (an "External Account")

1. Transmittal of Requests for Entries By You: You shall transmit requests for transfers, either credit or debit Entries to External Account via the forms and formats accessible on the Bank's online banking web site (the "Website"). Before You will be permitted to submit any request for an Entry, You will be required to agree to this Agreement, and follow the procedures set forth on the Website to verify that you are authorized to transact business on the relevant External Account.
2. Security Procedure:
  1. You and the Bank shall comply with the security procedure requirements with respect to Entries transmitted by You to External Account, as well as those required in connection with the On-line Services generally. You acknowledge that the purposes of such security procedures are for authentication and not to detect an error in the transmission or content of an Entry. No security procedure for the detection of any such error has been agreed upon between the Bank and You. Your verification that the Entry you submit on the Website is your agreement to take full and final responsibility for any and all errors relating to or concerning the Entry.
  2. You are strictly responsible to establish and maintain the procedures to safeguard against unauthorized access to your account and transmission of requests for Entries. You warrant that no individual will be allowed to initiate transfers on Your behalf, in the absence of proper supervision and safeguards, and agree to take all reasonable steps to maintain the confidentiality of the security procedures and all passwords, codes, security devices, and related instructions relating to your account, the Website, the Online Services, or otherwise provided by the Bank. If You believe or suspect that any such information or instructions have been known or accessed by unauthorized persons, You agree to notify the Bank immediately. The occurrence of unauthorized access will not affect any transfers made in good faith by the Bank prior to receipt of such notification plus a reasonable time period thereafter for the Bank to act on such notice.
3. Compliance with Security Procedure:
  1. If a request for an Entry (or a request for cancellation or amendment of an Entry) received by the Bank purports to have been transmitted or authorized by You, it will be conclusively deemed effective by the Bank, and the Bank shall initiate the Entry on your behalf and, except as limited by applicable law, You shall be obligated to pay the Bank the amount of such Entry even though the Entry (or request) was not authorized by You, provided the Bank accepted the Entry in good faith and acted in compliance with the security procedure referred to in this Agreement with respect to such Entry. The Bank shall conclusively be deemed to have complied with that part of such procedure if the password entered in connection with the on-line session associated with the initiation of a request for an Entry matches the password associated with Your Account on the Website.
  2. If a request for an Entry (or request for cancellation or amendment of an Entry) received by the Bank was transmitted or authorized by You, You shall pay the Bank the amount of the Entry, whether or not the Bank complied with the security procedure with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if the Bank had complied with such procedure.
4. Processing, Transmittal and Settlement by the Bank: Except as provided Section 5 Rejection of Entries, the Bank shall (i) process requests for Entries received from You that comply with this Agreement and the Rules, (ii) create Entries on your behalf, and serve as their Originator, as such is defined in the Rules, (vi) transmit such Entries as an Originating Depository Financial Institution to the applicable Automated Clearing House ("the ACH") acting as an Automated Clearing House Operator, and (iii) settle for such Entries as provided in the Rules. Transfer requests originating from the utilized Financial Institution (the

Bank) account are generally received on the business day following the processing day. Transfer requests originating from an external account (outside of Financial Institution) are generally received on the third business day following the processing day.

5. Rejection of Entries: The Bank may reject any request for an Entry which does not comply with the requirements of Section 1, Transmittal of Requests for Entries by You, or Section 2, Security Procedures. The Bank may reject a request for an Entry for any reason, including without limitation any request for an Entry that fails to comply with its account balance obligations under Section 9, The Account, or the security requirements and procedures on the Website or this Agreement. The Bank shall notify You by e-mail to your e-mail account associated with your access to the Website, by telephone, and/or in writing of such rejection no later than the business day such Entry would otherwise have been transmitted by the Bank to the ACH or, its Effective Entry Date. The Bank shall have no liability to You by reason of the rejection of any such request for an Entry, any actual Entry or the fact that such notice is not given at an earlier time than that provided for herein. The Bank may impose restrictions or terminate your ability to participate in the Service in the event of excessive returns or any other practice it deems to constitute a risk. See Section 9, The Account, for information regarding not sufficient funds.
6. Cancellation or Amendment by You: You shall have no right to cancel or amend any request for an Entry after its receipt by the Bank. The Website will prompt you to verify the accuracy of each request prior to its transmission to External Account. However, if such request is pending, but not transmitted to the ACH, the Bank shall use reasonable efforts to act on a request by You for cancellation or amendment of an Entry prior to transmitting it to the ACH but shall have no liability if such cancellation is not effected. You shall reimburse the Bank for any and all expenses, losses, or damages the Bank may incur in effecting or attempting to affect any request for an Entry, or the cancellation or amendment of an Entry.
7. Notice of Returned Entries: The Bank shall notify You by e-mail to your e-mail account associated with your access to the Website, by telephone, and/or in writing of the receipt of a returned Entry from the ACH no later than within a reasonable time after the Bank receives such notice. Except for an Entry retransmitted by You in accordance with the requirements of Section 1, Transmittal of Entries by You, the Bank shall have no obligation to retransmit a returned Entry to the ACH if the Bank complied with the terms of this Agreement with respect to the original Entry. You shall reimburse the Bank for any and all expenses, losses, or damages the Bank relating to or in connection with any returned Entry.
8. Payment by You for Entries: You shall ensure the amount of each Entry transmitted to the ACH, for debit transactions with an External financial institution, by the Bank pursuant to this Agreement, is available in the applicable account at such time on the Settlement Date with respect to such Entry.
9. The Account: You shall at all times maintain a balance of available funds in the Account sufficient to cover Your payment obligations under this Agreement. In the event there are not sufficient available funds in the Account to cover Your obligations under this Agreement, You agree that the Bank may, without prior notice or demand, debit any account maintained by You with the Bank or any affiliate of the Bank or that the Bank may set off against any amount it owes to You, in order to obtain payment of Your obligations under this Agreement. The Bank will not re-attempt to debit the account if there are not sufficient funds. If there are not sufficient funds and you are transferring to a loan account, you must arrange for an alternative method of payment. Your depository financial institution may charge a fee if the attempt to debit is unsuccessful.
10. Account Reconciliation: Entries transmitted by the Bank or credited to a Receiver's account maintained with the Bank will be reflected on Your periodic statement issued by the Bank with respect to the Account pursuant to the agreement between the Bank and You. You agree to notify the Bank promptly of any discrepancy between Your records and the information shown on any periodic statement. If You fail to notify the Bank of any discrepancy within sixty (60) days of mailing (or in the case of e-Delivery, making available by the Bank) of a periodic statement containing such information, You agree that the Bank shall not be liable for any other losses resulting from Your failure to give such notice or any loss or interest or any interest equivalent with respect to an Entry shown on such periodic statement, and You shall be precluded from asserting such discrepancy against the Bank, except as limited by applicable law. Notwithstanding the foregoing, in the event of a conflict or inconsistency between this Agreement, or your deposit Agreement with the Bank, Your Deposit Agreement shall control.
11. Your Representations and Agreements; Indemnity: With respect to each and every request for an Entry initiated by You, You represent and warrant to the Bank and agrees that (a) You are authorized to initiate such request for an Entry and hereby authorize the Bank to initiate each Entry requested by you to initiate the crediting or debiting of the External Account on the Transfer Date shown on such request for an Entry,



in the amount provided (b) such authorization is operative at all relevant times, including without limitation (i) at the time you establish the pre-authorization on the Website, (ii) at the time you request an Entry, and (iii) at the time of transmittal or debiting by the Bank as provided herein, (c) requests for Entries transmitted to External Account by You are limited to those types of Credit Entries set forth in Section 1, Transmittal of Entries by You, (d) You shall perform Your obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by OFAC, (e) You shall be bound by and comply with the Rules as in effect from time to time, including, without limitation, the provision making payment of an Entry by the Receiving Depository Financial Institution of final settlement for such Entry, and (f) You shall comply with and perform all of your obligations described in any other applicable Agreement. You specifically acknowledge that You have received notice of the Rule regarding provisional payment and of the fact that, if such settlement is not received, the Receiving Depository Financial Institution shall be entitled to a refund from the Receiver of the amount credited and You shall not be deemed to have paid the Receiver the amount of the Entry. You shall indemnify the Bank against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach or any of the foregoing representations or agreements.

12. Bank Responsibilities, Liability, Limitations on Liability; Indemnity: In the performance of the services required by this Agreement, the Bank shall be entitled to rely solely on the information, representations and warranties provided by You pursuant to this Agreement, and any other applicable agreement or authorization provided by You, and shall not be responsible for the accuracy or completeness thereof.

THE BANK SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE SERVICES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, AND SHALL BE LIABLE ONLY FOR ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING THOSE SERVICES. The Bank shall not be responsible for Your acts or omissions (including, without limitation, the amount, accuracy, timeliness or transmittal or authorization of any request for Entry received from You) or those of any other person, including without limitation any Federal Reserve Bank, Automated Clearing House or Receiving Depository Financial Institution (including without limitation the return of an Entry by the applicable Receiver or Receiving Depository Financial Institution), and no such person shall be deemed the Bank's agent. You agree to indemnify the Bank against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any claim or any person that the Bank is responsible for any act or omission of You or any other person described in this Section 12(a).

1. IN THE EVENT OF THE BANK'S LIABILITY, THE BANK SHALL BE LIABLE ONLY FOR YOUR ACTUAL DAMAGES; IN NO EVENT SHALL THE BANK BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHICH YOU MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN OR CONTEMPLATED BY THE BANK AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY OF LIABILITY WHICH YOU MAY ASSERT, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM THE BANK'S ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT.
  2. Without limiting the generality of the foregoing provisions, the Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond the Bank's reasonable control. In addition, the Bank shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in the Bank's having the present or future Federal Reserve guidelines or in the Bank's reasonable judgment otherwise violating any provision of any present or future risk control program of the Bank, the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.
  3. Subject to the foregoing limitations, the Bank's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Financial Institution of New York for the period involved. At the Bank's option, payment of such interest may be made by crediting the Account resulting from or arising out of any claim of any person that the Bank is responsible for any act or omission of You or any other person described in Section 12(a).
13. Inconsistency of Name and Account Number: You acknowledge and agree that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by the Bank to the Receiving Depository Financial Institution may be made by the Receiving Depository Financial

Institution on the basis of the account number supplied by You, even if it identifies a person different from the named Receiver, and that Your obligation to pay the amount to the Entry to the Bank is not excused in such circumstances.

14. Notifications of Change: The Bank shall notify You of all notifications of change received by the Bank relating to requests for Entries transmitted by You by e-mail to your e-mail account associated with your access to the Website, by telephone, and/or in writing within a reasonable time after the receipt thereof.
15. Amendments: From time to time the Bank may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any business day. Such amendments shall become effective upon receipt of notice by You or such later date as may be stated in the Bank's notice to You.
16. Notices, Instructions, Etc.:
  1. Except as otherwise expressly provided herein, the Bank shall not be required to act upon any notice or instruction received from You or any other person, or to provide any notice or advice to You or any other person with respect to any matter.
  2. The Bank shall be entitled to rely on written notice or other written communication (including without limitation electronic information entered on the Website) believed by it in good faith to be genuine and to have been authorized by You, and any such communication shall be conclusively deemed to have been signed by You.
17. Evidence of Authorization: You agree that your authorization provided on the Website is conclusive evidence that with regard to each request for an Entry, You authorize and are empowered to authorize the Bank to submit Entries on your behalf, and that you are and continue to be authorized to transact business on each External Account, for which You have established a pre-authorization. In addition, You shall obtain all consents and authorizations required under the Rules and shall retain such consents and authorizations for two (2) years after they expire.
18. Cooperation in Loss Recovery Efforts: In the event of any damages for which the Bank or You may be liable to each other or a third party pursuant to the services provided under this Agreement, The Bank and You will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elect to pursue against a third party.
19. Termination: You may terminate this Agreement at any time. Such termination shall be effective on the second business day following the day of the Bank's receipt of written notice of such termination or such later date as is specified in that notice. The Bank reserves the right to terminate this Agreement immediately upon providing written notice of such termination to You. Any termination of this Agreement shall not affect any of the Bank's rights and Your obligations with respect to Entries initiated by You prior to such termination, or Your payment obligations with respect to services performed by the Bank prior to termination, or any other obligations that survive termination of this Agreement.
20. Entire Agreement: This Agreement is the complete and exclusive statement of the agreement between the Bank and You with respect to the subject matter hereof and supersedes any prior agreement(s) between the Bank and You with respect to the subject matter. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which the Bank is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and the Bank shall incur no liability to You as a result of such violation or amendment. No course of dealing between the Bank and You will constitute a modification of this Agreement, the Rules, or the security procedures or constitute an agreement between the Bank and You regardless of whatever practices and procedures the Bank and You may use.

IN WITNESS WHEREOF, You agree that you have read the foregoing Agreement, understood its contents and agree to its terms.

**FACTS****WHAT DOES MINNWEST BANK DO WITH YOUR PERSONAL INFORMATION?**

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>● Social Security number and account balances</li> <li>● Payment history and transaction history</li> <li>● Credit history and account transactions</li> </ul>	
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Minnwest Bank chooses to share; and whether you can limit this sharing.	
<b>Reasons we can share your personal information</b>	<b>Does Minnwest Bank share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes -</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes -</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes -</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes -</b> information about your creditworthiness	No	We don't share
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	No	We don't share
<b>To limit our sharing</b>	<ul style="list-style-type: none"> <li>● Call Toll-free 1-844-MINNWEST (1-844-646-6937) to speak to customer service or email customerservice@minnwestbankgroup.com</li> <li>● Contact us online: www.minnwestbank.com</li> </ul> <b>Please note:</b> If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.	
<b>Questions?</b>	Call your local branch or go to www.minnwestbank.com	

<b>Who We Are</b>	
<b>Who is providing this notice?</b>	Minnwest Bank
<b>What We Do</b>	
<b>How does Minnwest Bank protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also maintain other physical, electronic and procedural safeguards to protect this information and we limit access to information to those employees for whom access is appropriate.
<b>How does Minnwest Bank collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>● Open an account or deposit money</li> <li>● Pay your bills or apply for a loan</li> <li>● Use your credit or debit card</li> </ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit only <ul style="list-style-type: none"> <li>● sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>● affiliates from using your information to market to you</li> <li>● sharing for nonaffiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing.
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to everyone on your account.
<b>Definitions</b>	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"> <li>● <i>Our affiliates include:</i> <ul style="list-style-type: none"> <li>● <i>Companies with a Minnwest name such as Minnwest Insurance</i></li> </ul> </li> </ul>
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"> <li>● <i>Minnwest Bank does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint Marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>● <i>Minnwest Bank doesn't jointly market.</i></li> </ul>

**RATE CHART**

Account Product Name	Minimum Opening Deposit	Minimum Balance to Obtain Annual Percentage Yield	Interest Rate	Annual Percentage Yield
<b>Platinum Checking <sup>b</sup></b>	\$ 100.00			
Daily Balances of:				
up to \$ 2,500.00			0.01%	0.01%
\$2,500.01 - 25,000.00			0.01%	0.01%
\$25,000.01 - 50,000.00			0.01%	0.01%
\$50,000.01 and up			0.01%	0.01%
<b>Digital Checking <sup>b</sup></b>	\$100.00			
Daily Balances of:				
up to \$10,000.00 <sup>c,i</sup>			0.50% <sup>c,i</sup>	0.50% <sup>c,i</sup>
\$10,000.01 and up <sup>c,i</sup>			0.05% <sup>c,i</sup>	0.05% <sup>c,i</sup>
Default interest rate <sup>d,i</sup>			0.01% <sup>d,i</sup>	0.01% <sup>d,i</sup>
<b>Thrift Savings <sup>b</sup></b>	\$ 50.00			
Daily Balances of:			0.05%	0.05%
<b>Investment Savings <sup>b</sup></b>	\$ 10,000.00			
Daily Balances of:				
up to \$50,000.00			0.65%	0.65%
\$50,000.01-\$100,000.00			2.00%	2.02%
\$100,000.01-\$250,000.00			2.25%	2.27%
\$250,000.01-\$500,000.00			2.50%	2.53%
\$500,000.01 and up			3.40%	3.45%
<b>Money Max Savings <sup>b</sup></b>	\$10,000.00			
Daily Balances of:				
up to \$25,000.00			0.30%	0.30%
\$25,000.01-\$100,000.00			0.30%	0.30%
\$100,000.01-\$225,000.00			0.50%	0.50%
\$225,000.01-\$500,000.00			1.00%	1.00%
\$500,000.01 and up			1.50%	1.51%
<b>6 Month Digital Certificate of Deposit <sup>a</sup></b>	\$1,000.00		3.15%	3.18%
<b>12 Month Digital Certificate of Deposit <sup>a</sup></b>	\$1,000.00		3.50%	3.50%
<b>30 Month Digital Certificate of Deposit <sup>a</sup></b>	\$1,000.00		3.50%	3.51%

- a) A penalty may be imposed for early withdrawal
- b) The interest rate and annual percentage yield may change after account opening
- c) Reward rate index available if reward qualifications are met. See i) below.
- d) Default rate index will be set if qualifications for Reward rate index are not met.
  - i) Reward qualifications are met with 15 or more POS debit card transactions posted and cleared each monthly statement cycle and enrolled in online statements.

**MEMBER  
FDIC**

Fees could reduce the earnings on the account.  
 Interest Rates and Annual Percentage Yields are current as of 10/01/2024  
 For current rate information call your local Minnwest Bank or Moneyline at 1-888-616-2265 (BANK).

## SCHEDULE OF FEES & SERVICES



SERVICE	CHARGE
Account Research	\$40.00/hour - \$20.00 minimum
Account Closing Fee (if open less than 4 months)	\$25.00
Account Reconciliation	\$40.00/hour - \$20.00 minimum
ACH Funds Transfer Fee - Individual	\$2.00/transfer
ATM Usage Fee - other than Minnwest Bank and Money Pass network locations	\$2.50
ATM/Debit Card Replacement Fee	\$10.00
ATM International Service Fee	1% of the transaction amount
Bonds - Reissue, name change, etc	\$15 per form + \$1.00 per bond
Cashier's Checks*	\$5.00
Platinum Checking customers	No Charge
*Cashier's Check Customer Charges:	
If check made out to the customer named on the account and from a savings or certificate - no charge	
If check created out to the customer named on the account of a checking account - charge	
If check made out to a third party - charge (customer must be present)	
Check Copies / Images	\$1.00/page of images
Check Image - Non Image Readable manually submitted	\$15.00
Collection Item - Domestic	\$25.00 + any correspondent fee
Collection Item - Foreign	\$40.00 + any correspondent fee or other charges
Counter Checks	\$0.50 each
Executions, Garnishments, Levies	\$100.00
Fax	\$3.00 first page, \$0.25 each add'l page
Foreign Currency	\$10.00 + correspondent charge, insurance & postage
Foreign Check per Item Processing	
Deposited	\$25.00 + registered mail costs
Returned	\$35.00
Imaged Check Handling (receiving check copies with Classic DDA paper statement)	\$3.00/month
Inactive Account Fee	\$10.00/month
If an account has no customer initiated activity, including deposits or withdrawals, within the time period listed below, the account is considered inactive.	
Checking - two years	
Savings - two years	
Indemnity Bond	\$35.00
IRA/HSA Transfer Fee (to another financial institution)	\$25.00
Notary fee (customer)	Free

<b>SERVICE</b>	<b>CHARGE</b>
Overdraft Fee*	\$25.00/per presentment**
Continued Negative Balance Fee	\$25.00 every 7 business days
Photo Copies	\$0.50/copy
Prime Club Members	10 free/month
Returned Deposited Item	\$5.00
Nonsufficient Funds (NSF) Fee*	\$25.00 per presentment**
Reference Form Completion	\$5.00
Safe Deposit Box replacement key	\$30.00
Safe Deposit Box - Drill and replace lock	\$100.00 + cost to drill and replace lock
Safe Deposit Box Rent - \$5 discount if paid by auto payment	
Small (2x5, 3x5, 3.5x5) = \$40.00	Mid Medium (4x10, 5x10) = \$60.00
Mid Small (4x5, 5x5) = \$45.00	Large (6x10, 7x10, 9x10, 10x10) = \$75.00
Medium (3x10) = \$50.00	X-Large (10x11, 15x10) = \$80.00
Safe Deposit Box Late Fee - 30 days or more past due	\$10.00/month
Statement printout	\$5.00/statement + \$1.00/page of images + account research fee
Stop Pay Handling Fee	
One check or ACH Item	\$35.00/item
Series of checks	\$35.00/per series
Wire Transfer	
Domestic - incoming	\$15.00
Domestic - outgoing	\$25.00
Foreign - incoming	\$30.00
Foreign - outgoing	\$50.00

\*An Overdraft or Nonsufficient Funds (NSF) Fee may be caused by check, in-person withdrawals, ATM/Debit Card withdrawals or other electronic means.

\*\*Maximum Nonsufficient Funds (NSF) Fees and Overdraft Fees combined of four (4) per day or \$100. At the end of the business day, if your account is overdrawn by \$25.00 or less, an Overdraft or Nonsufficient Funds (NSF) Fee will not be charged.

# Terms and Conditions of Your Account

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## Contents:

- (1) Important Information about Procedures for Opening a New Account
- (2) Agreement
- (3) Liability
- (4) Deposits
- (5) Withdrawals
  - Important Terms for Accounts Where More Than One Person Can Withdraw*
  - Postdated Checks*
  - Checks and Withdrawal Rules*
  - Cash Withdrawals*
  - Multiple Signatures, Electronic Check Conversion, and Similar Transactions*
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- (6) Ownership of Account and Beneficiary Designation
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- (7) Rights at Death
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  - Multiple-Party Account With Right of Survivorship*
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- (8) Business, Organization, and Association Accounts
- (9) Stop Payments
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- (11) Amendments and Termination
- (12) Correction of Clerical Errors
- (13) Notices
- (14) Statements
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  - Your Duty to Report Other Errors or Problems*
  - Errors Relating to Electronic Fund Transfers or Substitute Checks*
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- (16) Temporary Account Agreement
- (17) Setoff
- (18) Check Processing
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- (32) Credit Verification
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- (39) Changes in Name and Contact Information
- (40) Resolving Account Disputes
- (41) Waiver of Notices
- (42) Additional Terms

## **(1) Important Information about Procedures for Opening a New Account**

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To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.



## **(2) Agreement**

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This document, along with any other documents we give you pertaining to your account(s), is a contract (also referred to as "this agreement") that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you open the account (whether in-person, electronically, or by any other method permitted by us) or continue to use the account after receiving a notice of change or amendment, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this agreement. If you have any questions, please ask us.

This agreement is subject to applicable federal laws, the laws of the state of Minnesota and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this agreement is to:

1. summarize some laws that apply to common transactions;
2. establish rules to cover transactions or events which the law does not regulate;
3. establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
4. give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this agreement is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this agreement the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this agreement are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this agreement should be construed so the singular includes the plural and the plural includes the singular. "Party" means a person who, by the terms of the account, has a present right, subject to request, to payment from a multiple-party account other than as an agent. A P.O.D. payee is a party only after the account becomes payable by reason of the payee surviving the original party. Unless the context otherwise requires, it includes a guardian, conservator, personal representative, or assignee, including an attaching creditor, of a party. It also includes a person identified as a trustee (of a trust created by a separate agreement) of an account for another whether or not a beneficiary is named, but it does not include any named beneficiary unless the beneficiary has a present right of withdrawal.

## **(3) Liability**

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You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to

### **(3) Liability, Continued**

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seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

### **(4) Deposits**

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We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of endorsement or lack of endorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing endorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party endorsers to verify or guarantee their endorsements, or endorse in our presence.

### **(5) Withdrawals**

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**Important Terms for Accounts Where More Than One Person Can Withdraw.** Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to endorse any item payable to you or your order for deposit to this account or any other transaction with us.

**Postdated Checks.** A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

**Checks and Withdrawal Rules.** If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

## **(5) Withdrawals, Continued**

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**Cash Withdrawals.** We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

**Multiple Signatures, Electronic Check Conversion, and Similar Transactions.** An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

**Notice of Withdrawal.** We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your separately provided notice of penalty for early withdrawal.

## **(6) Ownership of Account and Beneficiary Designation**

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These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Single-Party Account.** Such an account is owned by one party.

**Multiple-Party Account.** Parties own account in proportion to net contributions unless there is clear and convincing evidence of a different intent.

## **(7) Rights at Death**

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**Single-Party Account.** At the death of a party, ownership passes as part of the party's estate.

**Multiple-Party Account With Right of Survivorship.** At death of party, ownership passes to the surviving party or parties.

**Multiple-Party Account Without Right of Survivorship.** At death of party, deceased party's ownership passes as part of deceased party's estate.

**Single-Party Account With Pay-on-Death Designation.** At death of the party, ownership passes to the designated pay-on-death beneficiaries and is not part of the party's estate.

**Multiple-Party Account With Right of Survivorship and Pay-on-Death Designation.** At death of last surviving party, ownership passes to the designated pay-on-death beneficiaries and is not part of the last surviving party's estate.

## **(8) Business, Organization, and Association Accounts**

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Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

## **(9) Stop Payments**

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The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because the most effective way for us to execute a stop-payment order is by using an automated process, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not. Your stop-payment order is effective for six months if it is given to us in writing or by another type of record (Generally, a "record" is information that is stored in such a way that it can be retrieved and can be heard or read and understood - you can ask us what type of stop-payment records you can give us). Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if it is not confirmed in writing or by another type of record within that time period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

## **(10) Telephone Transfers**

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A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere.

## **(11) Amendments and Termination**

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We may change any term of this agreement. For such changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also suspend or terminate a service or close this account at any time upon reasonable notice to you and, if we close the account, tender of the account balance personally or by mail. Reasonable notice depends on the circumstances, and in some cases, such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new terms.

## **(11) Amendments and Termination, Continued**

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When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account.

Items presented for payment after the account is closed may be dishonored.

Note: Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. In addition, for changes governed by a specific law or regulation, we will follow the specific timing and format notice requirements of those laws or regulations.

## **(12) Correction of Clerical Errors**

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Unless otherwise prohibited by law, you agree, if determined necessary in our reasonable discretion, to allow us to correct clerical errors, such as obtaining your missing signature, on any account documents or disclosures that are part of our agreement with you. For errors on your periodic statement, please refer to the Statements section.

## **(13) Notices**

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Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive any notice in time to have a reasonable opportunity to act on it. If a notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Notice we give you via the United States Mail is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we currently have on file. Notice we give you through your email of record, or other electronic method to which you agreed, will be treated as delivered to you when sent. Notice to any of you is notice to all of you.

## **(14) Statements**

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**Your Duty to Report Unauthorized Signatures (Including Forgeries and Counterfeit Checks) and Alterations on Checks and Other Items.** You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures (including forgeries and counterfeit checks) or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures or alterations in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**Your Duty to Report Other Errors or Problems.** In addition to your duty to review your statements for unauthorized signatures and alterations, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing endorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

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## **(14) Statements, Continued**

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**Errors Relating to Electronic Fund Transfers or Substitute Checks** (*For consumer accounts only*). For information on errors relating to electronic fund transfers (e.g., online, mobile, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

**Duty to Notify if Statement Not Received.** You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft. Absent a lack of ordinary care by us, a failure to receive your statement in a timely manner does not extend the time you have to conduct your review under this agreement.

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## **(15) Reimbursement of Federal Benefit Payments**

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If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other available legal remedy to recover the amount of our liability.

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## **(16) Temporary Account Agreement**

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If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

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## **(17) Setoff**

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We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

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## **(18) Check Processing**

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We process items mechanically by relying almost exclusively on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of endorsements unless you notify us in writing that the check requires multiple

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### **(18) Check Processing, Continued**

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endorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

### **(19) Check Cashing**

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We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

### **(20) Truncation, Substitute Checks, and Other Check Images**

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If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

### **(21) Remotely Created Checks**

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Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

### **(22) Unlawful Internet Gambling Notice**

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Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

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### **(23) ACH and Wire Transfers**

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This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

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### **(24) International ACH Transactions**

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Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

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### **(25) Facsimile Signatures**

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Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

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### **(26) Agency (Power of Attorney) Designation**

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Agents may make account transactions on behalf of the parties, but have no ownership or rights at death unless named as Pay-on-Death beneficiaries. Owners do not give up any rights to act on the account, and the agent may not in any manner affect the rights of owners or beneficiaries, if any, other than by withdrawing funds from the account. Owners are responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on behalf of the owners.

We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an agent.

For accounts owned by a single individual, the owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner.

If our policy allows for the designation of an agent on an account with multiple owners (and without any multiple signatures requirement), then the following rules apply: Each owner individually authorizes the agent to act on his/her behalf. Any one owner may revoke or terminate the authority, and the agent's authority to access the account will continue only as long as no owner has revoked authorization. If no other event terminates the agency, the agency is terminated upon the death of the last surviving owner.



## (27) Restrictive Legends or Endorsements

The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive endorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or endorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive endorsement.

## (28) Account Transfer

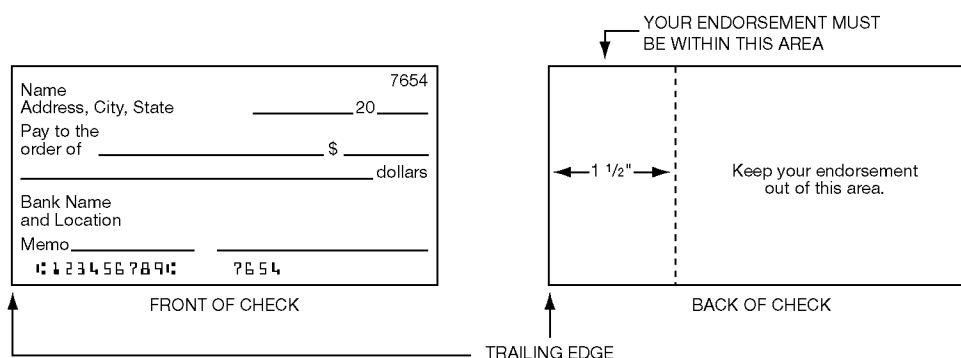
This account may not be transferred or assigned without our prior written consent.

## (29) Endorsements

We may accept for deposit any item payable to you or your order, even if they are not endorsed by you. We may give cash back to any one of you. We may supply any missing endorsement(s) for any item we accept for deposit or collection, and you warrant that all endorsements are genuine.

To ensure that your check or share draft is processed without delay, you must endorse it (sign it on the back) in a specific area. Your entire endorsement (whether a signature or a stamp) along with any other endorsement information (e.g., additional endorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Endorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all endorsement information within 1 1/2" of that edge.



It is important that you confine the endorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed endorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your endorsement, another endorsement, or information you have printed on the back of the check obscures our endorsement. These endorsement guidelines apply to both personal and business checks.

### **(30) Death or Incompetence**

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You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

### **(31) Fiduciary Accounts**

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Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

### **(32) Credit Verification**

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You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

### **(33) Legal Actions Affecting Your Account**

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If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action as required by applicable law. However, nothing in this agreement shall be construed as a waiver of any rights you may have under applicable law with regards to such legal action. Subject to applicable law, we may, in our sole discretion, choose to freeze the assets in the account and not allow any payments or transfers out of the account until there is a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action and applicable law. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees, and our internal expenses) may be charged against your account, unless otherwise prohibited by applicable law. The list of fees applicable to your account(s) - provided elsewhere - may specify additional fees that we may charge for responding to certain legal actions.

### **(34) Account Security**

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**Your Duty to Protect Account Information and Methods of Access.** Our policy may require methods of verifying your identity before providing you with a service or allowing you access to your account. We can decide what identification is reasonable under the circumstances. For example, process and identification requirements may vary depending on whether they are online or in person. Identification may be documentary or physical and may include collecting a fingerprint, voiceprint, or other biometric information.

It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your accounts. You should also safeguard your username, password, and other access and identifying information when accessing your account through a computer or other electronic, audio, or mobile device or technology. If you give anyone authority to access the account on your behalf, you should exercise caution and ensure the trustworthiness of that agent. Do not discuss, compare, or share information about your account numbers with anyone unless you are willing to

### **(34) Account Security, Continued**

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give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device or information and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

**Positive Pay and Other Fraud Prevention Services.** Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

### **(35) Instructions From You**

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Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission, email, voicemail, or phone call to a facsimile number, email address, or phone number not designated by us for a particular purpose or for a purpose that is unrelated to the request or instruction.

### **(36) Monitoring and Recording Telephone Calls and Account Communications**

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Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record, and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account, we may need to contact you about your account from time to time by telephone, text messaging, or email. In contacting you about your account, we may use any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

You acknowledge that the number we use to contact you may be assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service, or any other service for which you may be charged for the call. You acknowledge that we may contact you by voice, voicemail, or text messaging. You further acknowledge that we may use pre-recorded voice messages, artificial voice messages, or automatic telephone dialing systems.

If necessary, you may change or remove any of the telephone numbers, email addresses, or other methods of contacting you at any time using any reasonable means to notify us.

### **(37) Claim of Loss**

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The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an everyday/one-time consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure generally titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you. You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

### **(38) Early Withdrawal Penalties (and involuntary withdrawals)**

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We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your separately provided notice of penalty for early withdrawal for additional information.

### **(39) Changes in Name and Contact Information**

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You are responsible for notifying us of any change in your name, address, or other information we use to communicate with you. Unless we agree otherwise, notice of such a change must be made in writing. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent information you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

### **(40) Resolving Account Disputes**

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We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

### **(41) Waiver of Notices**

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To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

## **(42) Additional Terms**

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For Clarification: The contractual information found in the Liability Section Page 2, second paragraph that states: "This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage." Bank fees and service charges are assessed when incurred, whether or not sufficient funds are available that date. The fees may cause your account to become negative which may cause additional fees. A continuous negative balance fee may be charged on any negative balance regardless if the negative balance is caused by transactions, fees, or service charges.

### ADDITIONAL TERMS FOR MONEY MANAGER PRODUCTS:

This is a variable rate account. At your discretion, you may change the interest rate on the account one time during the term. The new interest rate and annual percentage yield on the certificate will be the prevailing rate based on the original term. You may make additional deposits into this account during the first six months of the term. Each deposit must be at least \$1,000.00 with the total amount not to exceed 50% of the original certificate amount. Additions will earn interest from the date of deposit and will not change the maturity date of the account. We will use the rate in effect on the date of withdrawal. After 7 days of opening, you may make a one time withdrawal during the first 6 months of up to 50% of the original balance without penalty.

# Terms and Conditions Overdraft Addendum

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Language that is preceded by a box below, is included only if the box is checked or marked with an "X".

## **Understanding and Avoiding Overdraft and Nonsufficient Funds (NSF) Fees**

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**Generally.** This Addendum is part of the Terms and Conditions of Your Account. The information in this Addendum is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions.

An overdrawn account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

If you use our \_\_\_\_\_ and we cover a transaction for which there is not enough money in your account to pay, we will consider that an overdraft. We treat all other transactions for which there is not enough money in your account as an NSF transaction, regardless of whether we cover the transaction or the transaction is rejected.

**Determining Your Available Balance.** We use the "available balance" method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your "available" balance may not be the same as your account's "actual" balance. This means an overdraft or an NSF transaction could occur regardless of your account's actual balance.

Your account's actual balance (sometimes called the ledger balance) only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the ledger balance for your account as of the statement date.

As the name implies, your available balance is calculated based on the money "available" in your account to make payments. In other words, the available balance takes ACH credit transactions and debit card transactions that have been authorized, but not yet settled, and adds or subtracts them from the actual balance. In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared are also subtracted from the actual balance.

For more information on how holds placed on funds in your account can impact your available balance, read the subsection titled "A Temporary Debit Authorization Hold Affects Your Account Balance."

**Determining Your Account Balance.**

Your account's balance (sometimes called the ledger balance) only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending. The balance on your periodic statement is the ledger balance for your account as of the statement date.

**Overdrafts.** You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time (sometimes referred to as "everyday") debit card transactions if you have not opted-in to that service.

For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time (sometimes referred to as "everyday") debit card transactions.

**Overdrafts.**

**Nonsufficient Funds (NSF) Fees.** If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money available in your account, and we decide not to pay the item or transaction, you agree that we can charge you an NSF fee for returning the payment. Be aware that such an item or payment may be presented multiple times by the merchant or other payee until it is paid, and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you an NSF fee each time a payment is presented if the amount of money available in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.

**Nonsufficient Funds (NSF) Fees.** If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money in your account, and we decide not to pay the item or transaction, you agree that we can charge you an NSF fee for returning the payment. Be aware that such an item or payment may be presented multiple times by the merchant or other payee until it is paid, and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you an NSF fee each time a payment is presented if the amount of money in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.

**Nonsufficient Funds (NSF) Fees.**

**Payment Types.** Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. All these payment types can use different processing systems and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account.

For information about how and when we process these different payment types, see the "Payment Order of Items" section below.

**Payment Types.**

**Important Information Regarding "Decoupled" Cards.** Decoupled debit cards are debit cards offered or issued by an institution or merchant other than us. As part of the issuing process, you provide the decoupled debit card issuer with the information it needs to link the decoupled debit card to your account with us. Once this is done, you can typically use the decoupled debit card as you would any other debit card. Importantly, however, while transactions initiated with these decoupled debit cards may originate as debit card transactions paid by the card issuer, we receive and process them as ACH transactions. Additionally, you need to refer to your agreement with the decoupled debit card issuer to understand the terms of use for that card. Thus, when our documentation refers to "debit cards," "everyday debit card transactions," or "one-time debit card transactions," we are referring to debit cards issued by us, not decoupled debit cards issued by other institutions or merchants. Different payment types can use different processing systems and some may take more or less time to post. Knowing which card you are using and how the transaction is processed can help you manage your finances, including helping you to avoid overdraft or NSF fees.



**Balance Information.** Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance online, accessing your account information by phone, or coming into one of our branches.

**Balance Information.** Keeping track of your balance is important. You can review your balance in a number of ways including

**Funds Availability.** Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our funds availability disclosure (generally titled, "Your Ability to Withdraw Funds") for information on when different types of deposits will be made available for withdrawal. For an account to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

**Funds Availability.**

**A Temporary Debit Authorization Hold Affects Your Account Balance.** On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If one or more transactions are presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy, which may result in one or more overdraft or NSF fees. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

**Payment Order of Items.** The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

Note that items may not be processed in the order they are received.

Our policy is:

Sweeps from loans will post first, then

Automatic loan transfers, then

ATM & everyday POS in amount order from lowest to highest, then

ACH & recurring POS in amount order from lowest to highest, then

Telephone transfer to Savings in amount order from lowest to highest, then

Telephone transfer to Checking in amount order from lowest to highest, then

Checks posting in check number order, then

Manual Loan payments, then

Automatic Safe Deposit Box payments.

# Electronic Fund Transfers

## Your Rights and Responsibilities (for consumer accounts only)

The Electronic Fund Transfers we are capable of handling for consumers are indicated below, some of which may not apply to your account. Some of these may not be available at all terminals. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. Options following a checkbox () only apply if checked. You should keep this notice for future reference.

### Types of Transfers, Frequency and Dollar Limitations

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#### (a) Prearranged Transfers.

- Preauthorized credits. You may make arrangements for certain direct deposits to be accepted into your
  - checking    savings    prepaid account(s)
- Preauthorized payments. You may make arrangements to pay certain recurring bills from your
  - checking    savings    prepaid account(s)
- Preauthorized payments. See Additional Information.

#### (b) Telephone Transfers. You may access your account(s) by telephone at 888-616-2265 using a touch tone phone, your account numbers, and personal identification number (PIN) to:

- Transfer funds from checking to savings
- Transfer funds from savings to checking
- Make payment from checking to loan accounts with us
- Get checking account(s) information
- Get savings account(s) information
- Verify the last date and amount of your payroll deposit. Receive fax on account transactions.
- Determine if a check has cleared your account. Obtain balance, loan account, rate and product information.

#### (c) ATM Transfers. You may access your account(s) by ATM using your MasterCard ATM/Debit Card and personal identification number (PIN) to:

- Get cash withdrawals from checking accounts you may withdraw no more than 500.00 per day
- Get cash withdrawals from savings accounts you may withdraw no more than 500.00 per day
- Transfer funds from savings to checking
- Transfer funds from checking to savings
- Make payments from your deposit accounts to loan accounts
- Get checking account(s) information
- Get savings account(s) information
- Transfer funds from Ready Credit Line to checking account(s)
- If your limit is different, you will be notified

#### (d) Point-Of-Sale Transfers. Using your card:

- You may access your  checking account    account(s) to purchase goods ( in person,  by phone,  by computer), pay for services ( in person,  by phone,  by computer), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.
- You may not exceed more than 1,500.00 in transactions per day
- If your limit is different, you will be notified
- You may withdraw cash from your deposit accounts

#### (e) Computer Transfers. You may access your account(s) by computer by logging onto our website at [www.minnwestbank.com](http://www.minnwestbank.com) and using your user identification and password to:

- Transfer funds from checking to savings
- Transfer funds from savings to checking
- Transfer funds from line of credit to checking or savings
- Make payments from your checking and savings accounts to loan accounts with us
- Make payments from checking to Online Bill Pay (see below for limits)
- Get checking account(s) information
- Get savings account(s) information
- External Transfers- Standard Limits: \$5,000 Max Transaction Amount, \$10,000 Max Daily Amount, \$20,000 Max Monthly Amount

- Online Bill Payments- New Customer Limits (1st 30 days of use): \$10,000 Max Payment Amt, \$10,000 Max Daily Amt, \$30,000 Max Monthly Amt. Standard Limits (after 30 days of use): \$50,000 Max Payment Amt, \$150,000 Max Daily Amt, \$300,000 Max Monthly Amt
- Send Money (P2P):-New Customer Limits (1st 30 days of use): \$500 Max Payment Amt, \$1,000 Max Daily Amt, \$2,500 Max Monthly Amt. Standard Limits (after 30 days of use): \$2,500 Max Payment Amt, \$5,000 Max Daily Amt, \$10,000 Max Monthly Amt
- You will be notified if your limits are different for Send Money, Online Bill Payment or External Transfers

**(f) Mobile Banking Transfers.** You may access your account(s) by web-enabled cell phone by downloading our mobile app and using your user name and password to:

- Transfer funds from checking to savings
  - Transfer funds from savings to checking
  - Transfer funds from line of credit to checking or savings
  - Make payments from your checking and savings accounts to loan accounts with us
  - Make payments from checking to Online Bill Pay (see below for limits)
  - Get checking account(s) information
  - Get savings account(s) information
  - Make Mobile Deposits:
    - You cannot deposit more than \$10,000 per day
    - You cannot deposit more than \$10,000 per deposit
    - You will be notified if the limit is different
  - External Transfers- Standard Limits: \$5,000 Max Transaction Amount, \$10,000 Max Daily Amount, \$20,000 Max Monthly Amount
  - Online Bill Payments- New Customer Limits (1st 30 days of use): \$10,000 Max Payment Amt, \$10,000 Max Daily Amt, \$30,000 Max Monthly Amt. Standard Limits (after 30 days of use): \$50,000 Max Payment Amt, \$150,000 Max Daily Amt, \$300,000 Max Monthly Amt
  - Send Money (P2P)- New Customer Limits (1st 30 days of use): \$500 Max Payment Amt, \$1,000 Max Daily Amt, \$2,500 Max Monthly Amt. Standard Limits (after 30 days of use): \$2,500 Max Payment Amt, \$5,000 Max Daily Amt, \$10,000 Max Monthly Amt
  - You will be notified if your limits are different for Send Money, Online Bill Payment or External Transfers
- You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

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

- Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds. You may:
  - Make electronic payment of charges for checks returned for insufficient funds from your deposit accounts.

## Fees

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

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

## Documentation

- (a) **Terminal Transfers.** You can get a receipt at the time you make a transfer to or from your account using a(n)
  - automated teller machine (ATM)

- integrated teller machine (ITM)
- point-of-sale terminal (POS)
- You may not get a receipt if the amount of the transfer is \$15 or less.

- (b) **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 telephone number listed at the end of this document to find out whether or not the deposit has been made.
- (c) **In addition,**
- You will get a monthly account statement from us, unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.

## **Time Needed to Complete Terminal Transactions**

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

## **Reversal of Point-of-Sale Transactions**

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- You cannot reverse a point-of-sale transaction.
- You can reverse a point-of-sale transaction by

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

## **Amendments and Termination**

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We reserve the right to amend any terms in this disclosure and to terminate your card privileges upon giving written notice to you within a reasonable period of time in advance of the effective date of the amendment or termination. You may terminate your card privileges by notifying us and returning your card.

## **Preauthorized Payments**

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- (a) **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call or write us at the telephone number or address listed in this disclosure, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

- We charge \$35.00 for each stop payment.

- (b) **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

- (c) **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## **Financial Institution's Liability**

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

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

## Confidentiality

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

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

## Unauthorized Transfers

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- (a) Consumer Liability.** Tell us at once if you believe your card and/or code has been lost or stolen, or (if your account can be accessed by check) if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all of the money in your account (plus your maximum line of credit). We will be liable for all unauthorized transfers unless the unauthorized transfer was due to the loss or theft of your card and/or code. If due to the loss or theft of your card and/or code, and you notify us within 60 days of when the unauthorized transfer appears on the statement (or for a prepaid account where no statement is sent, within 60 days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared) you can lose no more than \$50 if someone used your card and/or code without permission.

If you do **NOT** notify us within 60 days after the unauthorized transfer appears on your statement, (or for a prepaid account where no statement is sent, within 60 days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared) and we prove that we could have stopped someone from using your card and/or code without your permission if you had told us within 2 days of when you discover the loss or theft of your card and/or code, you could lose as much as \$500 for unauthorized transfers that appear on the statement (or for a prepaid account where no statement is sent, on the electronic or written history).

Also, if your statement (or for a prepaid account where no statement is sent if your electronic history or written history) 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 transmitted to you (or for a prepaid account where no statement is sent, 60 days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared), you may not get back any money you lost after the 60 days if we prove that we could have stopped someone from taking the money if you had told us in time.

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

- Mastercard® Debit Card.**

- ◆ Additional Limits on Liability for MasterCard ATM/Debit card. You will not be liable for any unauthorized transactions using your Mastercard debit card if: i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. This additional limit on liability does not apply to a prepaid card until such time as the prepaid card is registered with us and we have completed our customer identification program requirements. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

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

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

## **Right to Bring Civil Action**

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

If you prevail in such an action, you may recover the greater of your actual damages or \$500.00. You may also be entitled to recover punitive damages, your court costs and reasonable attorney's fees.

## **Error Resolution Notice**

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

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

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

We will determine whether an error occurred within 10 business days (5 business days involving a Visa® point-of-sale transaction, other than an anonymous Visa prepaid card transaction, processed by Visa or 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days involving a Visa point-of-sale transaction, other than an anonymous Visa prepaid card transaction, processed by Visa or 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. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

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.

## **Institution**

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Minnwest Bank  
300 S Washington PO Box 439  
Redwood Falls, MN 56283  
Phone#: 1-844-MINNWEST (646-6937)  
Email: customerservice@minnwestbankgroup.com  
Moneyline #: 888-616-2265  
www.minnwestbank.com



Business Days - For purposes of the electronic funds transfer disclosures, our business days are Monday through Friday. Federal Holidays are not included. Computer and Moneyline available 24 hours a day, 7 days a week.

## **Additional Information**

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**Preauthorized payments.** You may make arrangements to pay certain individuals or companies from your checking account. Third party payments processed through the Automated Clearing House (ACH), or similar system, may take up to six business days between setup and the first payment.

**Currency Conversion and Cross-Border Transaction Fees:** If you effect a transaction with your Mastercard ATM/Debit Card in a currency other than US Dollars, Mastercard will convert the charge into a US Dollar amount. The Mastercard currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by Mastercard. The exchange rate Mastercard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account. Mastercard charges us a Currency Conversion Assessment of 20 basis points (0.2% of the transaction) for performing the currency conversion. In addition, Mastercard charges us an Issuer Cross-Border Assessment of 90 basis points (0.9% of the transaction) on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction process through the Global Clearing Management System or the Mastercard Debit Switch in which the country of the merchant is different than the country of the cardholder.

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

**Health Savings Accounts (HSAs):** We permit some electronic fund transfers to and/or from your HSA. The electronic fund transfers we permit are offered for the convenience of managing your HSA. However, electronically moving funds to or from your HSA - for example, depositing more than the allowable amount, or getting additional cash back on an HSA debit card transaction - can raise a variety of tax concerns. As a result, before electronically accessing any account you may have with us, it is a good practice to make sure you are using the correct access device (such as a card) or accessing the appropriate account for the transaction. Also, it is your responsibility to ensure the contributions, distributions, and other actions related to your HSA, comply with the law, including federal tax law. As always, we recommend consulting a legal or tax professional if you have any questions about managing your HSA. The terms of this disclosure are intended to work in conjunction with the HSA Agreement provided to you earlier. In the event of a conflict, the terms of the HSA Agreement control. You understand that your HSA is intended to be used for payment of qualified medical expenses. It is your responsibility to satisfy any tax liability resulting from the use of your HSA for any purpose other than payment or reimbursement of qualified medical expenses. We do not monitor the purpose of any transaction to or from your HSA. Nor are we responsible for ensuring your eligibility for making contributions or ensuring withdrawals are used for payment or reimbursement of qualified medical expenses. Refer to your HSA Agreement for more information relating to the use of your HSA.

## YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to all deposit accounts.

Our policy is to make funds from your cash, check, and electronic direct deposits available to you on the same day we receive your deposit. At that time, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 6:00 pm or branch closing, whichever is earlier on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 6:00 pm or branch closing, whichever is earlier or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

Funds from deposits drawn on Minnwest Bank will be available on the same business day as the day of your deposit.

### LONGER DELAYS MAY APPLY

**International ACH Screening.** The bank may from time to time, temporarily suspend processing of international ACH for items for further investigation as required by Federal Regulations. This may delay settlement to your account.

**Case-by-case delays.** In some cases, we will not make all of the funds that you deposit by check available to you on the same day we receive your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225 of your deposits, however, will be available on the same day. Funds from deposits of checks drawn on Minnwest Bank will be available on the same business day as the day of your deposit.

If we are not going to make all of the funds from your deposit available on the same day we receive your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

**Certificate of Deposit delays.** The bank reserves the right to place a 60 calendar day hold on all deposited funds received via the ACH network from an outside financial institution, for Certificates of Deposit opened within the online account opening system. The 60 day hold begins on the first business day that Minnwest Bank receives the funds.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

**Safeguard exceptions.** In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$5,525 on any one day.

You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.

There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

### SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the same day as the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

## SUBSTITUTE CHECKS AND YOUR RIGHTS

### **What is a substitute check?**

To make check processing faster, federal law permits banks to replace original checks with “substitute checks.” These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

### **What are my rights regarding substitute checks?**

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

### **How do I make a claim for a refund?**

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

Minnwest Bank  
300 South Washington, P.O. Box 439  
Redwood Falls, MN 56283-0439  
(507) 637-5731

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include —

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: the check number, the amount of the check, and the name of the person to whom you wrote the check.

# TRUTH-IN-SAVINGS DISCLOSURES

## DIGITAL CHECKING ACCOUNT – STANDARD

**Rate Information** – The interest rate and annual percentage yield for your account depend upon the applicable rate tier. The interest rate and annual percentage yield for these tiers may change. Fees could reduce earnings. Refer to enclosed rate chart for current interest rate and annual percentage yield information.

**Frequency of rate changes** – We may change the interest rate on your account at any time.

**Determination of rate** – At our discretion, we may change the interest rate on your account.

**Compounding and crediting frequency** – Interest will be compounded every month. Interest will be credited to your account every month.

**Effect of closing an account** – If you close your account before accrued interest is credited, that interest will be paid to you at closing unless the amount is less than \$5 and then payment of interest will be at the bank's discretion.

**Minimum balance to open the account** – You must deposit \$100.00 to open this account.

**Daily balance computation method** – We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits** – Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

**Transaction Limitations** – This account allows for ATM Debit card, Bill Pay or Electronic Debit transactions only, no check writing capabilities are available.

### **Additional benefits –**

- Complete 15 Point of Sale debit card transactions posted and cleared each monthly statement cycle and receive:
  - Surcharge free ATM transactions at non-MoneyPass ATMs up to \$10.00 credit per statement cycle.
- One time first year free rental of a new small size safe deposit box. (\$40 value. May not be available at all locations.)
- Prime Club membership available for those age 50 or better.
- Maximum interest rate on balances up to \$10,000.00 if qualifications are met: Enrolled in online statements and complete 15 or more POS debit card transactions posted and cleared each monthly statement cycle.

## DIGITAL CHECKING ACCOUNT – LOYALTY PROGRAM

**Rate Information** – The interest rate and annual percentage yield for your account depend upon the applicable rate tier. The interest rate and annual percentage yield for these tiers may change. Fees could reduce earnings. See attached rate chart for current interest rates and annual percentage yields.

**Frequency of rate changes** – We may change the interest rate on your account at any time.

**Determination of rate** – At our discretion, we may change the interest rate on your account.

**Compounding and crediting frequency** – Interest will be compounded every month. Interest will be credited to your account every month.

**Effect of closing an account** – if you close your account before accrued interest is credited, that interest will be paid to you at closing unless the amount is less than \$5 and then payment of interest will be at the bank's discretion.

**Minimum balance to open the account** – You must deposit \$100 to open this account.

**Daily balance computation method** – We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposit** – Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

**Transaction Limitations** – This account allows for ATM Debit card, Bill Pay or Electronic Debit transactions only, no check writing capabilities are available.

### **Additional Benefits -**

- Complete 15 POS debit card transactions posted and cleared each monthly statement cycle and receive surcharge Free ATM transactions at non MoneyPass ATMs, up to \$10 credit per statement cycle.
- One time first year free rental of a new small safe deposit box (\$40 value. May not be available at all locations.)
- Prim Club membership available for those age 50 or better.

- Maximum interest rate on balances up to \$10,000.00 if qualifications are met: Enrolled in online statements and complete 15 or more POS debit card transaction posted and cleared each monthly statement cycle.

**Bonuses** – The bonus offer is only open to employees of Minnwest Bank business customers. Proof of employment may be required. Subject to approval, limit one offer per person, per account. Bank may discontinue at any time. The \$100 offer only applies to the bank's Digital consumer checking products opened through the Loyalty Banking Program. The \$100 offer is not available to existing Minnwest Bank consumer checking account holders. Not available if you have closed a Minnwest checking within the last 12 months. Qualifications: Two recurring electronic direct deposits totaling \$500 or more post to your account within two full statement cycles from account opening. A full statement cycle is defined as a statement with approximately 30 days of activity. Minnwest Bank automatic deposit account transfers do not qualify. Once two full statement cycles have elapsed and you've met the ongoing direct deposit requirements, the \$100 credit will be posted to your new checking account within 30 calendar days. An IRS 1099 form may be issued. Fees could reduce earnings.

### **CLASSIC CHECKING ACCOUNT**

**Minimum balance to open the account** – You must deposit \$100.00 to open this account.

**Fees** – A service charge of \$2.00 will be charged each statement cycle. This service charge will be waived if you enroll in online statements.

**Account Limitations** – Check images are not included with your paper statement. If you request to receive check images with your monthly paper statement, a \$3.00 imaged check handling fee will be charged monthly. Online Statements include check images.

**Additional benefits** –

- Complete 15 Point of Sale debit card transactions posted and cleared each monthly statement cycle and receive:
  - Surcharge free ATM transactions at non-MoneyPass ATMs up to \$10.00 credit per statement cycle.
- One time first year free rental of a new small size safe deposit box. (\$40 value. May not be available at all locations.)
- Prime Club membership available for those age 50 or better.

### **PREFERRED CHECKING ACCOUNT - STANDARD**

**Minimum balance to open the account** – You must deposit \$100.00 to open this account.

**Fees** – A service charge of \$5.95 will be charged each statement cycle.

**Additional benefits** –

- Complete 15 Point of Sale debit card transactions posted and cleared each monthly statement cycle and receive:
  - Surcharge free ATM transactions at non-MoneyPass ATMs up to \$10.00 credit per statement cycle.
- Online statements include check images. Check images are available upon request with paper statements.
- One free box of Custom Creation checks or 50% discount off one box of designer checks annually included.
- One time first year free rental of a new small size safe deposit box. (\$40 value. May not be available at all locations.)
- Prime Club membership available for those age 50 or better.
- ID Protect Service and Cellular Telephone protection also included. IDProtect service is a personal identity theft protection service available to personal checking account owner(s) and their joint account holders. Service is not available to clubs, organizations and/or churches and their members, schools and employees/students. Cellular telephone protection is also available. The mobile phone bill must be paid through this account. Special Insurance Program Notes: The descriptions herein are summaries only. They do not include all terms, conditions and exclusions of the policies described. Please refer to the actual policies for complete details of coverage and exclusions. Insurance is offered through the company named on the certificate of insurance. Guide to Benefit is provided at account opening.

## Preferred Checking Account – Loyalty Program

**Minimum balance to open the account** – You must deposit \$100 to open this account.

**Fees** – A service charge of \$5.95 will be charged each statement cycle. This amount will be reduced to \$2.00 for anyone who meets the employment qualifications for Preferred Checking and the Loyalty Program.

**Account Limitations** – Online statements include check images. Check images are available upon request with paper statements.

### **Additional Benefits -**

- IDProtect service is a personal identity theft protection service available to personal checking account owner(s) and their joint account holders. Service is not available to clubs, organizations and/or churches and their members, schools and employees/students. Cellular telephone protection is also available. The mobile phone bill must be paid through this account. Special Insurance Program Notes: The descriptions herein are summaries only. They do not include all terms, conditions and exclusions of the policies described. Please refer to the actual policies for complete details of coverage and exclusions. Insurance is offered through the company named on the certificate of insurance. Guide to Benefit is provided at account opening.
- One free box of Custom Creation checks or 50% discount off one box of designer checks annually included.
- One time first year free rental of a new small safe deposit box (\$40 value. May not be available at all locations.)
- Complete 15 POS debit card transactions posted and cleared each monthly statement cycle and receive surcharge Free ATM transactions at non MoneyPass ATMs, up to \$10 credit per statement cycle.
- Prim Club membership available for those age 50 or better.

**Bonuses** – The bonus offer is only open to employees of Minnwest Bank business customers. Proof of employment may be required. Subject to approval, limit one offer per person, per account. Bank may discontinue at any time. The \$100 offer only applies to the bank's Preferred consumer checking products opened through the Loyalty Banking Program. The \$100 offer is not available to existing Minnwest Bank consumer checking account holders. Not available if you have closed a Minnwest checking within the last 12 months. The \$2.00 monthly service charge is available to anyone who meets the employment qualifications for the Preferred Checking. Qualifications: Two recurring electronic direct deposits totaling \$500 or more post to your account within two full statement cycles from account opening. A full statement cycle is defined as a statement with approximately 30 days of activity. Minnwest Bank automatic deposit account transfers do not qualify. Once two full statement cycles have elapsed and you've met the ongoing direct deposit requirements, the \$100 credit will be posted to your new checking account within 30 calendar days. An IRS 1099 form may be issued. Fees could reduce earnings.

## PLATINUM CHECKING ACCOUNT

**Rate Information** – The interest rate and annual percentage yield for your account depend upon the applicable rate tier. The interest rate and annual percentage yield for these tiers may change. Fees could reduce earnings. Refer to enclosed rate chart for current interest rate and annual percentage yield information.

**Frequency of rate changes** – We may change the interest rate on your account at any time.

**Determination of rate** – At our discretion, we may change the interest rate on your account.

**Compounding and crediting frequency** – Interest will be compounded every month. Interest will be credited to your account every month.

**Effect of closing an account** – If you close your account before accrued interest is credited, that interest will be paid to you at closing unless the amount is less than \$5 and then payment of interest will be at the bank's discretion.

**Minimum balance to open the account** – You must deposit \$100.00 to open this account.

**Minimum balance to avoid imposition of fees** – If you do not maintain a minimum daily combined balance of \$25,000.00 in Personal Savings, Checking, CDs, Loans, and the advanced amount of any Home Equity Line of Credit, a service charge of \$10.00 will be assessed each monthly statement cycle.

**Daily balance computation method** – We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits** – Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

### **Additional benefits –**

-Complete 15 Point of Sale debit card transactions posted and cleared each monthly statement cycle and receive:

-Surcharge free ATM transactions at non-MoneyPass ATMs up to \$10.00 credit per statement cycle.

-Up to a 1% cash back deposit for the total POS purchases posted and cleared during the statement cycle up to \$5.00 per monthly cycle. POS items processed through ACH may not be included in the 1% cash back reward. Purchases must be made with the debit card associated with your Platinum Checking account. Monthly cash back reward will be credited to your account on the last business day of your statement cycle.

- Free Cashier's Checks
- One free box of Custom Creation checks or 50% discount off one box of designer checks annually included.
- One time first year free rental of a new small size safe deposit box. (\$40 value. May not be available at all locations.)
- Online statements include check images. Check images are available upon request with paper statements.
- Prime Club membership available for those age 50 or better.

## THRIFT SAVINGS ACCOUNT

**Rate Information** – Your interest rate and annual percentage yield may change. Fees could reduce earnings. Refer to enclosed rate chart for current interest rate and annual percentage yield information.

**Frequency of rate changes** – We may change the interest rate on your account at any time.

**Determination of rate** – At our discretion, we may change the interest rate on your account.

**Compounding and crediting frequency** – Interest will be compounded every quarter. Interest will be credited to your account every quarter.

**Effect of closing an account** – If you close your account before accrued interest is credited, that interest will be paid to you at closing unless the amount is less than \$5 and then payment of interest will be at the bank's discretion.

**Minimum balance to open the account** – You must deposit \$50.00 to open this account.

**Minimum balance to avoid imposition of fees** – A service charge of \$5.00 will be imposed every month if the average daily balance for the month falls below \$50.00. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The service charge is waived for persons under 22 years of age.

**Daily balance computation method** – We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits** – Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

**Transaction Limitations** – Transfers from a Thrift Savings account to another account or to third parties by preauthorized, automatic, telephone, computer transfer, transfers made in person, by messenger, by mail or at an ATM are unlimited. Transfers by check, draft, debit card, or similar order to third parties are not allowed from this account.

## INVESTMENT SAVINGS ACCOUNT

**Rate Information** – The interest rate and annual percentage yield for your account depends upon the applicable rate tier. The interest rate and annual percentage yield for these tiers may change. Fees could reduce earnings. Refer to enclosed rate chart for current interest rate and annual percentage yield information.

**Limitations on rate changes** – The interest rate will not be less than 0.10% for all tiers.

**Frequency of rate changes** – We may change the interest rate on your account on the 1<sup>st</sup> calendar day of the month.

**Determination of rate** – At our discretion, we may change the interest rate on your account.

**Compounding and crediting frequency** – Interest will be compounded every month. Interest will be credited to your account every month.

**Effect of closing an account** – If you close your account before accrued interest is credited, that interest will be paid to you at closing unless the amount is less than \$5 and then payment of interest will be at the bank's discretion.

**Minimum balance to open the account** – You must deposit \$10,000.00 to open this account.

**Minimum balance to avoid imposition of fees** – A service charge of \$10.00 will be imposed every month if the minimum daily balance during the month falls below \$10,000.00.

**Daily balance computation method** – We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits** – Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

**Transaction Limitations** – Transfers from an Investment Savings account to another account or to third parties by preauthorized, automatic, telephone, computer transfer, transfers made in person, by messenger, by mail or at an ATM are unlimited. Transfers by check, draft, debit card, or similar order to third parties are not allowed from this account.

## MONEY MAX SAVINGS ACCOUNT

**Rate Information** – The interest rate and annual percentage yield for your account depends on the applicable rate tier. The interest rate and annual percentage yield for these tiers may change. Fees could reduce earnings. Refer to enclosed rate chart for current interest rate and annual percentage yield information.

**Frequency of rate changes** – We may change the interest rate on your account at any time.

**Determination of rate** – At our discretion, we may change the interest rate on your account.

**Compounding and crediting frequency** – Interest will be compounded every month. Interest will be credited to your account every month.

**Effect of closing an account** – If you close your account before accrued interest is credited, that interest will be paid to you at closing unless the amount is less than \$5 and then payment of interest will be at the bank's discretion.

**Minimum balance to open the account** – You must deposit \$10,000.00 to open this account.

**Daily balance computation method** – We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits** – Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

**Transaction Limitations** – Transfers from a Money Max Savings account to another account or to third parties by preauthorized, automatic, telephone, computer transfer, transfers made in person, by messenger, by mail or at an ATM are unlimited. Transfers by check, draft, debit card, or similar order to third parties are not allowed from this account.

## 6 MONTH DIGITAL CERTIFICATE OF DEPOSIT

**Rate Information** – you will be paid the disclosed rate until first maturity. Refer to enclosed rate chart for current interest rate and annual percentage yield information.

**Compounding frequency** – Interest will be compounded at maturity.

**Crediting frequency** – Interest will be credited to your account at maturity.

**Minimum balance to open the account** – You must deposit \$1,000 to open this account.

**Minimum balance to obtain the annual percentage yield disclosure** – you must maintain a minimum balance of \$1,000 in the account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** – We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits** – Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Transaction limitations** –

-You may not make any deposits into your account before maturity.

-You may make withdrawals of principal from your account before maturity. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.

-You can only withdraw interest credited in the term before maturity of that term without penalty. You can withdraw interest any time during the term of crediting after it is credited to your account.

**Time Requirements** - Your account will mature as stated on your account opening email confirmation.



**Early withdrawal penalties** (a penalty may be imposed for withdrawals before maturity) –

- If your account has an original maturity of one year or less:

The fee we may impose will equal 91 days interest on the amount withdrawn subject to penalty.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

**Withdrawal of interest prior to maturity** – The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

**Automatically renewable time account** – This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any) or we receive written notice from you within the grace period mentioned below, if any. If you prevent renewal, interest will not accrue after final maturity.

Each renewal term will be the same as the original term, beginning on the maturity date. The interest rate will be the same we offer on new time deposits on the maturity date which have the same term and minimum balance requirements (if any) and other features as the original time deposit.

**Grace Period** – You will have ten calendar days after maturity to withdraw the funds without a penalty.

## 12 MONTH DIGITAL CERTIFICATE OF DEPOSIT

**Rate Information** – you will be paid the disclosed rate until first maturity. Refer to enclosed rate chart for current interest rate and annual percentage yield information.

**Compounding frequency** – Interest will be compounded annually.

**Crediting frequency** – Interest will be credited to your account annually.

**Minimum balance to open the account** – You must deposit \$1,000 to open this account.

**Minimum balance to obtain the annual percentage yield disclosure** – you must maintain a minimum balance of \$1,000 in the account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** – We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits** – Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Transaction limitations** –

-You may not make any deposits into your account before maturity.

-You may make withdrawals of principal from your account before maturity. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.

-You can only withdraw interest credited in the term before maturity of that term without penalty. You can withdraw interest any time during the term of crediting after it is credited to your account.

**Time Requirements** - Your account will mature as stated on your account opening email confirmation.

**Early withdrawal penalties** (a penalty may be imposed for withdrawals before maturity) –

- If your account has an original maturity of one year or less:

The fee we may impose will equal 91 days interest on the amount withdrawn subject to penalty.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

**Withdrawal of interest prior to maturity** – The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

**Automatically renewable time account** – This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any) or we receive written notice from you within the grace period mentioned below, if any. If you prevent renewal, interest will not accrue after final maturity.

Each renewal term will be the same as the original term, beginning on the maturity date. The interest rate will be the same we offer on new time deposits on the maturity date which have the same term and minimum balance requirements (if any) and other features as the original time deposit.

**Grace Period** – You will have ten calendar days after maturity to withdraw the funds without a penalty.

## 30 MONTH DIGITAL CERTIFICATE OF DEPOSIT

**Rate Information** – you will be paid the disclosed rate until first maturity. Refer to enclosed rate chart for current interest rate and annual percentage yield information.

**Compounding frequency** – Interest will be compounded annually and at maturity.

**Crediting frequency** – Interest will be credited to your account annually and at maturity.

**Minimum balance to open the account** – You must deposit \$1,000 to open this account.

**Minimum balance to obtain the annual percentage yield disclosure** – you must maintain a minimum balance of \$1,000 in the account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** – We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits** – Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Transaction limitations** –

-You may not make any deposits into your account before maturity.

-You may make withdrawals of principal from your account before maturity. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.

-You can only withdraw interest credited in the term before maturity of that term without penalty. You can withdraw interest any time during the term of crediting after it is credited to your account.

**Time Requirements** - Your account will mature as stated on your account opening email confirmation.

**Early withdrawal penalties** (a penalty may be imposed for withdrawals before maturity) –

- If your account has an original maturity of 24 months or more:

The fee we may impose will equal 273 days interest on the amount withdrawn subject to penalty.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

**Withdrawal of interest prior to maturity** – The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

**Automatically renewable time account** – This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any) or we receive written notice from you within the grace period mentioned below, if any. If you prevent renewal, interest will not accrue after final maturity.

Each renewal term will be the same as the original term, beginning on the maturity date. The interest rate will be the same we offer on new time deposits on the maturity date which have the same term and minimum balance requirements (if any) and other features as the original time deposit.

**Grace Period** – You will have ten calendar days after maturity to withdraw the funds without a penalty.

## COMMON FEATURES

Please refer to our separate rate chart for current interest rate and annual percentage yield information and to our separate fee schedule for additional information about charges.

We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit or demand deposit, or from any other savings account as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and maybe subject to penalty. See your notice of penalty for early withdrawal.

