

# Minnwest Bank Consumer Online Account Opening Disclosure Packet

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Digital Checking Account  
Classic Checking Account  
Preferred Checking Account  
Platinum Checking Account  
Thrift Savings Account  
Investment Savings Account  
Money Max Savings  
6 Month Digital Certificate of Deposit  
12 Month Digital Certificate of Deposit  
30 Month Digital Certificate of Deposit

## **ONLINE BANKING AGREEMENT AND DISCLOSURE**

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

## **OTHER AGREEMENTS**

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

## **ELECTRONIC FUNDS TRANSFER ACT**

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

## **JOINT ACCOUNTS**

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

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

## **COMPUTER REQUIREMENTS**

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

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

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

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

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

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

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

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

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

### **GENERAL INTERNET BANKING SERVICES**

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

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

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

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

### **ACCOUNT BALANCE INFORMATION**

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

of the funds held until the hold expires.

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

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

### **CUT-OFF TIMES**

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

Wire transfers: 4:00 p.m.

ACH origination: 4:00 p.m.

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

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

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

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

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

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

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

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

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

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

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

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

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

**STOP PAYMENT REQUESTS**

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

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

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

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

**ACCOUNT ALERTS**

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

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

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

## **FEES AND CHARGES**

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

## **STATEMENTS**

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

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

## **USER ID AND PASSWORD**

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

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

## **SECURITY**

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

## **BANK'S RESPONSIBILITIES**

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



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

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

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

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

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

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

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason such as a long trip or hospital stay kept you from telling us, we will extend the time period.

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

### **CONFIDENTIALITY**

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

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

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

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

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

#### **DATA RECORDING**

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

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

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

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

We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is in error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or questions in writing and we do not receive it within ten (10) business days, we may not credit your account. If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the error involves a new account. For errors involving new accounts, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

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

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

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



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

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

**INDEMNIFICATION**

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

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

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

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

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

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

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

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

#### **ADVERTISING**

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

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

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

## **SEVERABILITY**

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

## **JURISDICTION AND VENUE**

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

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

## **WAIVER**

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

## **ASSIGNMENT**

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

## **ENTIRE AGREEMENT**

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

## **CHANGE IN TERMS**

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

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

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

**TERMINATION**

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

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

**COMMUNICATION**

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

**MINNWEST BANK LOCATIONS**

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

**MEMBER FDIC****RETENTION**

This Agreement should be printed and retained for future reference.

**CONSENT TO ELECTRONIC DELIVERY OF NOTICES**

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

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

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

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

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

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

**3. Definitions.**

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

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

**5. Authorization and Processing.**

- a. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.
- b. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 9 (Account to Account Transfer Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 9 (Account to Account Transfer Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds.

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

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

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

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

**9. Account to Account Transfer Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Account to Account Transfer Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Account to Account Transfer Service or Site. Any applicable fees will be charged regardless of whether the Account to Account Transfer Service was used, except for fees that are specifically use-based. Use-based fees for the Account to Account Transfer Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Account to Account Transfer Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 22 (Failed Or Returned Transfer Instructions) applies if you do not pay our fees and charges for the Account to Account Transfer Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; Section 22 (Failed Or Returned Transfer Instructions) should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

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

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

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

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

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

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

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

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

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

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

- a. Transfers to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Transfers that violate any law, statute, ordinance or regulation; and
- c. Transfers that violate the Acceptable Use terms in Section 19 (Acceptable Use) below; and
- d. Transfers related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
- e. Transfers related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill



(whether or not it is legally defined as a lottery) and sweepstakes; and

- f. Transfers relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges, or check cashing, or (6) provide credit repair or debt settlement services; and
- g. Transfers relating to tax payments and court ordered payments.

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

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

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

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

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

- a. You will reimburse our Service Provider immediately upon demand the amount of the Transfer Instruction if the transfer has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;

b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Transfer Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the transfer, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;

c. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

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

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

a. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.

b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

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

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

a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above.

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

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

**28. Links and Frames.** Links to other sites may be provided on the portion of the Site through which the Account to Account Transfer Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Account to Account Transfer Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

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

**30. Amendments.** We may amend this Agreement and any applicable fees and charges for the Account to Account Transfer Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Account to Account Transfer Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Account to Account Transfer Service

and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Account to Account Transfer Service, and/or related applications and material, and limit access to only the Account to Account Transfer Service's more recent revisions, updates, upgrades or enhancements.

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

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

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

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

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

**36. Law and Forum for Disputes.** Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 35 (Arbitration) above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 35 (Arbitration) of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates arising under this Agreement.

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

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

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

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

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

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

**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>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and account balances</li> <li>• Payment history and transaction 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.	
Reasons we can share your personal information	Does Minnwest Bank share?	Can you limit this sharing?
<b>For our everyday business purposes -</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes -</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes -</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes -</b> information about your creditworthiness	No	We don't share
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	No	We don't share
<b>To limit our sharing</b>	<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: <a href="http://www.minnwestbank.com">www.minnwestbank.com</a></li> </ul> <p><b>Please note:</b></p> <p>If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>	
<b>Questions?</b>	Call your local branch or go to <a href="http://www.minnwestbank.com">www.minnwestbank.com</a>	



Who We Are	
Who is providing this notice?	Minnwest Bank
What We Do	
How does Minnwest Bank protect my personal information?	<p>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.</p> <p>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.</p>
How does Minnwest Bank collect my personal information?	<p>We collect your personal information, for example, when you</p> <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> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <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> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and non-financial companies.</p> <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>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>● <i>Minnwest Bank does not share with nonaffiliates so they can market to you.</i></li> </ul>
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <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			1.00%	1.00%
\$50,000.01-\$100,000.00			2.50%	2.53%
\$100,000.01-\$250,000.00			3.00%	3.04%
\$250,000.01-\$500,000.00			3.25%	3.30%
\$500,000.01 and up			4.00%	4.07%
<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			0.40%	0.40%
\$100,000.01-\$225,000.00			0.75%	0.75%
\$225,000.01-\$500,000.00			1.00%	1.00%
\$500,000.01 and up			1.85%	1.87%
<b>6 Month Digital Certificate of Deposit <sup>a</sup></b>	\$1,000.00		3.50%	3.53%
<b>12 Month Digital Certificate of Deposit <sup>a</sup></b>	\$1,000.00		4.00%	4.00%
<b>30 Month Digital Certificate of Deposit <sup>a</sup></b>	\$1,000.00		4.00%	4.01%

- 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 10/02/2023  
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.

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## TERMS AND CONDITIONS OF YOUR ACCOUNT

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT** - 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.

**AGREEMENT** - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call 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 document 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 document 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 document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document 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 document 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 document 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 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.

**LIABILITY** - 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 can be deducted directly from the account balance whenever sufficient funds are available. 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 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.

**DEPOSITS** - 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 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 for deposit, we may require any third-party endorsers to verify or guarantee their endorsements, or endorse in our presence.

#### **WITHDRAWALS -**

**Generally** - 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, 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 the 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 it as a transaction 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.

See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts 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 time 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.

**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, which may be more than the actual amount of your purchase. 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 may be up to three days 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 another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, that transaction will be a nonsufficient funds (NSF) transaction if we do not pay it or an overdraft transaction if we do pay it. You will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. 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.

Here is an example of how this can occur – assume for this example the following: (1) you have opted-in to our overdraft services for the payment of overdrafts on ATM and everyday debit card transactions, (2) we pay the overdraft, and (3) our overdraft fee is \$35 per overdraft, but we do not charge the overdraft fee if the transaction overdraws the account by less than \$10.

You have \$120 in your account. You swipe your card at the card reader on a gasoline pump. Since it is unclear what the final bill will be, the gas station’s processing system immediately requests a hold on your account in a specified amount, for example, \$80. Our processing system authorizes a temporary hold on your account in the amount of \$80, and the gas station’s processing system authorizes you to begin pumping gas. You fill your tank and the amount of gasoline you purchased is only \$50. Our processing system shows that you have \$40 in your account available for other transactions ( $\$120 - \$80 = \$40$ ) even though you would have \$70 in your account available for other transactions if the amount of the temporary hold was equal to the amount of your purchase ( $\$120 - \$50 = \$70$ ). Later, another transaction you have authorized is presented for payment from your account in the amount of \$60 (this could be a check you have written, another debit card transaction, an ACH debit or any other kind of payment request). This other transaction is presented before the amount of the temporary hold is adjusted to the amount of your purchase (remember, it may take up to three days for the adjustment to be made). Because the amount of this other transaction is greater than the amount our processing system

shows is available in your account, our payment of this transaction will result in an overdraft transaction. Because the transaction overdraws your account by \$20, your account will be assessed the overdraft fee of \$35 according to our overdraft fee policy. You will be charged this \$35 fee according to our policy even though you would have had enough money in your account to cover the \$60 transaction if your account had only been debited the amount of your purchase rather than the amount of the temporary hold or if the temporary hold had already been adjusted to the actual amount of your purchase.

**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 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. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

**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 check to examine the signatures on the 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 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 may be subject to penalty. See your notice of penalty for early withdrawal.

**OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. 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.

**RIGHTS AT DEATH - 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. **BUSINESS,**

**ORGANIZATION AND ASSOCIATION ACCOUNTS** - 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.

**STOP PAYMENTS** - Unless otherwise provided, 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 stop-payment orders are handled by computers, 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. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

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).

**TELEPHONE TRANSFERS** - 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. Unless a limitation is disclosed in writing, there are no restrictions on the number of transfers from a savings account to another account or to third parties. Other account transfer restrictions may be described elsewhere.

**AMENDMENTS AND TERMINATION** - We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. 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. 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 term(s).

**NOTICES** - 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 it in time to have a reasonable opportunity to act on it. If the 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. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

**STATEMENTS- Your duty to report unauthorized signatures, alterations and forgeries** - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures 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, alterations or forgeries 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** - In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. In addition, 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.

**Errors relating to electronic fund transfers or substitute checks** (For Consumer Accounts Only) - For information on errors relating to electronic fund transfers (e.g., computer, 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.

**ACCOUNT TRANSFER** - This account may not be transferred or assigned without our prior written consent.

**DIRECT DEPOSITS** - 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 legal remedy to recover the amount of our liability.



**TEMPORARY ACCOUNT AGREEMENT** - 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.

**SETOFF** - 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, or (d) setoff is prohibited by the Military Lending Act or its implementing regulations. 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. **AGENCY (POWER OF ATTORNEY) DESIGNATION** - 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. The owner does not give up any rights to act on the account, and the agent may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner. However, 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.

**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. 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. 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.

**FACSIMILE SIGNATURES** - 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.

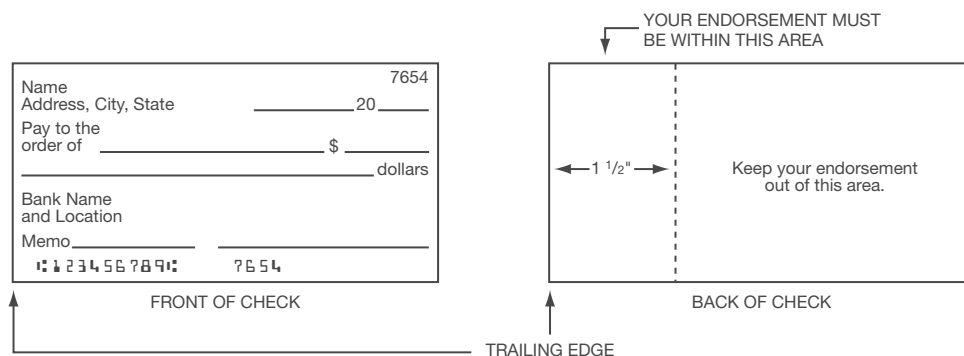
**CHECK PROCESSING** - We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and endorsed or to determine if it contains 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 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.

**CHECK CASHING** - 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 such 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.

**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 1½" 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.

**DEATH OR INCOMPETENCE** - 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.

**FIDUCIARY ACCOUNTS** - 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.

**CREDIT VERIFICATION** - 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.

**LEGAL ACTIONS AFFECTING YOUR ACCOUNT** - 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. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until 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. 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. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

**SECURITY** - It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to 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 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).

Except for consumer electronic funds 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, such as positive pay or commercially reasonable security procedures, 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, unless we acted in bad faith or to the extent our negligence contributed to the loss. 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.

**TELEPHONIC INSTRUCTIONS** - 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 or leave by voice mail or on a telephone answering machine.

**MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS** - 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. However, we must first obtain your consent to contact you about your account because we must comply with the consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- *Your consent is limited to your account, and as authorized by applicable law and regulations.*
- *Your consent does not authorize us to contact you for telemarketing purposes (unless you otherwise agreed elsewhere).*

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is 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 further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

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

**CLAIM OF LOSS** - 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.

**EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals)** - 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 notice of penalty for early withdrawals for additional information.

**ADDRESS OR NAME CHANGES** - You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. 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 address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

**RESOLVING ACCOUNT DISPUTES** - 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.

**WAIVER OF NOTICES** - 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 a check 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.

**ACH AND WIRE TRANSFERS** - 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.

**TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES** - 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 internal 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.

**REMOTELY CREATED CHECKS** - 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.

**UNLAWFUL INTERNET GAMBLING NOTICE** - 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.

**ADDITIONAL TERMS** - For Clarification: the contractual information found in the Liability Section that states: "This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available". Bank fees and services charges are assessed when incurred, whether or not sufficient funds are available on 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. The fees assessed will be collected when sufficient funds are available.

**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

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

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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".

### Generally

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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 transactions that have been authorized, but not yet settled, and 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 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 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 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 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.**

☒ **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 into your checking account 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 for information on when different types of deposits will be made available for withdrawal. For those accounts 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 another transaction is 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. 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.

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☒ **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. 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

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

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

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

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

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

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

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

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

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

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



**Currency Conversion and Cross-Border Transaction Fees.** If you effect a transaction with your Mastercard ATM/Debit Card in a currency other than US Dollars, Mastercard will convert the charge into a US Dollar amount. The Mastercard currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by Mastercard. The exchange rate Mastercard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account. Mastercard charges us a Currency Conversion Assessment of 20 basis points (.2% of the transaction) for performing the currency conversion. In addition, Mastercard charges us an Issuer Cross-Border Assessment of 80 basis points (.8% of the transaction) on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction processed through the Global Clearing Management System or the Mastercard Debit Switch in which the country of the merchant is different than the country of the cardholder.

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

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

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

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

- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from line of credit to checking
- transfer funds from line of credit to savings
- make payments from checking to loan account(s) with us
- make payments from savings to loan account(s) with us
- make payments from checking to online bill pay
- make payments from savings to online bill pay
- get information about:
  - the account balance of checking account(s)
  - the account balance of savings account(s)
- make mobile deposits
  - you cannot deposit more than \$5,000.00 per deposit (you will be notified if the limit is different)
  - you cannot deposit more than \$5,000.00 per day (you will be notified if the limit is different)
- Transfer Now (external transfer) transactions

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

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

- Transfers or withdrawal from a savings account to another account of yours or to a third party by means of a preauthorized, automatic, telephone, or computer transfer, transfers made in person, by messenger, by mail, at an ATM, by check, draft, debit card or similar order to a third party are unlimited.

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

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

#### **Termination -**

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

#### **FEES**

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

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

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

#### **DOCUMENTATION**

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

#### **PREAUTHORIZED PAYMENTS**

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

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

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

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

#### **CONFIDENTIALITY**

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

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

#### **UNAUTHORIZED TRANSFERS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

You cannot reverse a point-of-sale transaction.

### **ERROR RESOLUTION NOTICE**

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

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

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

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

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

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

MINNWEST BANK  
300 SOUTH WASHINGTON, P.O. BOX 439  
REDWOOD FALLS, MN 56283  
Business Days: Monday through Friday  
Excluding Federal Holidays  
Phone: 507-637-5731

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

## 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 DISCLOSURE

## DIGITAL 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.

**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).

**Transactions 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.

**Bonuses** - You will earn \$250.00 into the account as a bonus by March 8, 2024. You must maintain a minimum daily balance of \$0.00 to obtain the bonus. To earn the bonus, within 60 days of account opening, make qualifying direct deposits (including recurring electronic deposits of payroll, pension or Social Security) of \$1,000 or more OR have 20 debit card transactions posted to the account.

## 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 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 safe deposit box (\$40 value. May not be available at all locations)
- Prime Club membership available for those age 50 or better.

**Bonuses** - You will earn \$250.00 into the account as a bonus by March 8, 2024. You must maintain a minimum daily balance of \$0.00 to obtain the bonus. To earn the bonus, within 60 days of account opening, make qualifying direct deposits (including recurring electronic deposits of payroll, pension or Social Security) of \$1,000 or more OR have 20 debit card transactions posted to the account.

## PREFERRED CHECKING ACCOUNT

**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 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. See separate Minnwest Preferred Checking account packet for more detailed information and enrollment instructions.

**Bonuses** - You will earn \$250.00 into the account as a bonus by March 8, 2024. You must maintain a minimum daily balance of \$0.00 to obtain the bonus. To earn the bonus, within 60 days of account opening, make qualifying direct deposits (including recurring electronic deposits of payroll, pension or Social Security) of \$1,000 or more OR have 20 debit card transactions posted to the account.

## PLATINUM CHECKING 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.

**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 1% cash back reward 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.
- Minnwest Platinum Mastercard ATM/Debit Card.
- 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 to those age 50 or better.

**Bonuses** - You will earn \$250.00 into the account as a bonus by March 8, 2024. You must maintain a minimum daily balance of \$0.00 to obtain the bonus. To earn the bonus, within 60 days of account opening, make qualifying direct deposits (including recurring electronic deposits of payroll, pension or Social Security) of \$1,000 or more OR have 20 debit card transactions posted to the account.

## THRIFT SAVINGS ACCOUNT

**Rate Information** - Your interest rate and annual percentage yield may change. Fees could reduce earnings.

**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.

**Bonuses** - You will earn \$50.00 into the checking account as a bonus by March 8, 2024. You must maintain a minimum daily balance of \$0.00 to obtain the bonus. To earn the bonus, you must meet the qualifications set forth within the checking account requirements and fund this account with at least the minimum opening deposit required, within 60 days of opening the checking 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.

**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 1st 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.

**Bonuses** - You will earn \$50.00 into the checking account as a bonus by March 8, 2024. You must maintain a minimum daily balance of \$0.00 to obtain the bonus. To earn the bonus, you must meet the qualifications set forth within the checking account requirements and fund this account with at least the minimum opening deposit required, within 60 days of opening the checking account.

## MONEY MAX 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.

**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, at an ATM, by check, draft, debit card, or similar order to third parties are unlimited.

**Bonuses** - You will earn \$50.00 into the checking account as a bonus by March 8, 2024. You must maintain a minimum daily balance of \$0.00 to obtain the bonus. To earn the bonus, you must meet the qualifications set forth within the checking account requirements and fund this account with at least the minimum opening deposit required, within 60 days of opening the checking account.

## 6 MONTH DIGITAL CERTIFICATE OF DEPOSIT

**Rate Information** - You will be paid the disclosed rate until first maturity.

**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 \$1,000.00 to open this account.

**Minimum balance to obtain the annual percentage yield disclosed** - You must maintain a minimum balance of \$1,000.00 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 certificate of deposit.

**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.

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.

**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 \$1,000.00 to open this account.

**Minimum balance to obtain the annual percentage yield disclosed** - You must maintain a minimum balance of \$1,000.00 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 certificate of deposit.

**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, minimum balance (if any) and other features as the original time deposit.

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.

**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 \$1,000.00 to open this account.

**Minimum balance to obtain the annual percentage yield disclosed** - You must maintain a minimum balance of \$1,000.00 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 certificate of deposit. 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, minimum balance (if any) and other features as the original time deposit.

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

### COMMON FEATURES

Please refer to our separate rate sheet 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 may be subject to penalty. See your notice of penalty for early withdrawal.

