

## **Minnwest Bank Send Money Agreement**

These terms and conditions (the "Agreement") constitute a contract between you, the depositor (hereafter "You") and your Financial Institution, Minnwest Bank or its designated third-party processor or service provider ("We", "Us"), in connection with Person to Person (P2P) Payment Service, also known as Send Money (the "Service") offered through Financial Institution's online and mobile banking web sites (the "Site"). This Agreement applies to your use of the Service and any portion of the Site through which the Service is offered. The Service enables you to initiate a Send Money Instruction from one of your "Eligible Transaction Accounts" at Financial Institution, to a recipient's ("Recipient") account at any U.S. financial institution. Although the ACH Network is often used to execute Send Money Instructions for the Service, other Payment Networks may be used to facilitate the execution and transmission of Payment Instructions. Send Moneys executed through the ACH network shall be evidenced by a request initiated electronically as described herein and will be initiated on your behalf pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association (the "Rules").

1. Eligibility: The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. The Service is not offered to minors. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.
2. Initiating Send Money Instructions: All Send Money Instructions must be initiated through the Site. Before you will be permitted to initiate a Send Money instruction, you will be required to agree to this agreement, and must follow the procedures set forth on the Site.
3. Security Procedure:
  - a. You shall comply with the security procedure requirements with respect to Send Money Instructions initiated by you, as well as those required in connection with the On-line Services generally. You are responsible for any errors you make relating to or concerning the Send Money Instruction.
  - b. You are responsible for safeguarding your PIN and transmission of Send Money Instructions. You agree that no individual will be allowed to initiate Send Moneys on your behalf, in the absence of proper supervision and safeguards, and agree to take all reasonable steps to maintain the confidentiality of the security procedures and all passwords, codes, security devices, and related instructions relating to your account, the Site, the Online Services. If you believe or suspect that any such information or instructions have been known or accessed by unauthorized persons, you agree to notify Financial Institution immediately. The occurrence of unauthorized access will not affect any Send Moneys processed by Financial Institution prior to receipt of such notification plus a reasonable time thereafter for Financial Institution to act on such notice.
  - c. Subject to your rights under applicable law, if a request for a Send Money (or request for cancellation or amendment of a Send Money) received by Financial Institution was transmitted or authorized by You, You shall pay Financial Institution the amount of the Send Money.
4. Compliance with Security Procedure:
  - a. If a request for a Send Money (or a request for cancellation or amendment of a Send Money) received by Financial Institution has been transmitted or authorized by you, you authorize Financial Institution to initiate the Send Money on your behalf. You agree we will be deemed to have complied with that part of such procedure if the password entered in connection with the on-line session associated with the initiation of a request for a Send Money matches the password associated with your Account on the Site.
5. Payment Authorization and Remittance:
  - a. By providing us with names and mobile phone numbers and/or email addresses of Recipients to whom you wish to direct payments, you authorize us to follow your Send Money Instructions.

- b. When we receive a Send Money Instruction from you, you authorize us to debit your Eligible Transaction Account and remit funds on your behalf. You also authorize us to credit your Eligible Transaction Account for the receipt of payments returned to us because the processing of your Send Money Instruction could not be completed.
  - c. We will use reasonable efforts to complete all your Send Money Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:
    - i. If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the Send Money Instruction, or the Send Money Instruction would exceed the credit limit of your overdraft account;
    - ii. The Service is not working properly, and you know or have been advised by us about the malfunction before you execute the Send Money Instruction;
    - iii. The payment is refused or returned by Recipient or Recipient's Financial Institution
    - iv. You have not provided us with the correct information, including but not limited to the correct Send Money Instructions or Eligible Transaction Account information, or the correct name, mobile phone number or email address of the Recipient to whom you are initiating a Send Money Instruction; and/or
    - v. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system downtime, issues with the financial institution or interference from an outside force) which prevent the proper execution of the Send Money Instruction.
  - d. It is the responsibility of you and the Recipient to ensure the accuracy of any information that they enter into the Service (including but not limited to the Send Money Instructions and name, mobile phone number and/or email address for the Receiver to whom you are attempting to send the Send Money Instruction), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Recipient.
6. Your Representations and Agreements; Indemnity: With respect to each request for a Send Money initiated by You, you represent and warrant to Us and agree that:
- a. You are authorized to initiate such request for a Send Money and hereby authorize Us to initiate each Send Money requested by you in the amount provided that:
  - b. Such authorization is valid at all relevant times, including without limitation
    - i. at the time you establish the pre-authorization on the Site;
    - ii. at the time you initiate a Send Money; and
    - iii. at the time of transmittal or debiting by Us as provided herein.
    - iv. Your Send Moneys are not prohibited as set forth in Section 7.
  - c. You shall comply with all provisions of this Agreement and perform all of your obligations described in any other applicable agreement with the Financial Institution. You agree to indemnify Us against any loss, liability, or expense (including attorneys' fees and expenses) resulting from or arising out of any breach or any of the foregoing representations or agreements.
7. Prohibited Payments: The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- a. Payments to persons or entities located in prohibited territories (including any territory outside of the United States);
  - b. Payments that violate any law, statute, ordinance or regulation;
  - c. Payments 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 or 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;
  - d. Payments 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 greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes;
  - e. Payments 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;
  - f. Tax payments and court ordered payments including but not limited to Alimony and Child Support.
  - g. In addition to the above-referenced prohibited payments, we may also block and/or reverse payments that involve donations or payments to any charity or non-profit organization unless we have performed appropriate due diligence on and investigation of such charity or non-profit organization and have determined its legitimacy, in our sole discretion. In no event shall we or our independent contractors or other third parties to whom we assign, or delegate rights or responsibilities be liable for any claims or damages resulting from your scheduling of prohibited payments.
8. Our Responsibilities, Liability, Limitations on Liability; Indemnity: In the performance of the services required by this Agreement, we shall be entitled to rely on the information, representations and warranties provided by You pursuant to this Agreement, and any other applicable agreement between you and the Financial Institution, or authorization provided by you and shall not be responsible for the accuracy or completeness thereof. WE SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE SERVICES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT. We shall not be responsible for Your acts or omissions (including, without limitation, the amount, accuracy, timeliness or transmittal or authorization of any Send Moneys initiated by You) or those of any other person, including without limitation any Federal

Reserve Bank, Automated Clearing House or Receiving Depository Financial Institution (including without limitation the return of a Send Money by the applicable Receiver or Receiving Depository Financial Institution), and no such person shall be deemed Our agent.

- a. Except as otherwise provided by applicable federal and state consumer protection laws, (1) Financial Institution shall have no liability to you for any authorized transfers of money, including without limitation, (i) any failure, through no fault of Financial Institution to complete a transaction in the correct amount, or (ii) any related losses or damages; and (2) Financial Institution shall not be liable for any typos or keystroke errors that you make when using the Service. THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS, AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. THE SERVICE DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE.
  - b. We shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond our reasonable control. In addition, We shall be excused from failing to transmit or delay in transmitting a Send Money if such transmittal would result in our having exceeded any limitation upon Our intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in our reasonable judgment otherwise violating any provision of any present or future risk control program of ours, the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.
9. Inconsistency of Name and Account Number: You acknowledge and agree that, if a Send Money describes the Receiver inconsistently by name and/or account number, Send Money may be made by the Receiving Depository Financial Institution on the basis of the account number supplied by the Recipient, even if it identifies a person different from the named Recipient, and that your obligation to pay the amount of the Send Money to us is not excused in such circumstances.
10. Account Reconciliation: Send Moneys transmitted by the Bank or credited to a Recipient's account maintained with another institution, will be reflected on Your periodic statement issued by the Bank with respect to the Account pursuant to the agreement between the Bank and You. You agree to notify the Bank promptly of any discrepancy between Your records and the information shown on any periodic statement. If You fail to notify the Bank of any discrepancy within sixty (60) days of mailing (or in the case of e-Delivery, making available by the Bank) of a periodic statement containing such information, You agree that the Bank shall not be liable for any other losses resulting from Your failure to give such notice or any loss or interest or any interest equivalent with respect to an Entry shown on such periodic statement, and You shall be precluded from asserting such discrepancy against the Bank, except as limited by applicable law. Notwithstanding the foregoing, in the event of a conflict or inconsistency between this Agreement, or your deposit Agreement with the Bank, Your Deposit Agreement shall control.
11. Amendments: From time to time, we may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any business day. We will notify you 21 days prior to any adverse change, and other changes will be posted to the Service and shall become effective at the time they are posted unless a delayed effective date is expressly stated. Your continued use of the Service after a notice of change or after the posting of a change to the Service will constitute your agreement to such changes.
12. Notices, Instructions, Etc.:
- a. We shall be entitled to rely on written notice or other written communication (including without limitation electronic information entered on the Site) believed by us in good faith to be genuine and to have been authorized by you, and any such communication shall be conclusively deemed to have been signed by you.

13. Cooperation in Loss Recovery Efforts: In the event of any damages for which we or you may be liable to each other or a third party pursuant to the services provided under this agreement, we and you will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elect to pursue against a third party.
14. Entire Agreement: This Agreement together with the other agreements governing your use of the website and your Account(s) (including, without limitations, the agreement(s) between Financial Institution and you governing the Account(s)) is the complete and exclusive statement of the agreement between us and you with respect to the subject matter hereof and supersedes any prior agreement(s) between us and you with respect to the subject matter. In the event performance of the Services provided herein in accordance with the terms of this agreement would result in a violation of any present or future statute, regulation, or government policy to which We are subject, and which governs or affects the transactions contemplated by this agreement, then this agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy. No course of dealing between us and you will constitute a modification of this agreement, the rules, or the security procedures or constitute an agreement between us and you regardless of whatever practices and procedures we and you may use.

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