

ONLINE / INTERNET / MOBILE BANKING AGREEMENT AND DISCLOSURE STATEMENT

In this agreement, “we”, “us”, “our” “Bank” and “FNB” means Falcon National Bank and “you” and “your” means to each person or business entity which is authorized on this agreement. This agreement states the terms and conditions that apply when you use The Falcon National Bank Online Banking service. These terms and conditions are in addition to those that apply to any accounts you have with us or any other services you obtain from us. You must also follow all of our instructions and procedures applicable to the services covered by this agreement.

Each person or business entity who establishes an Online Internet Customer Banking Account with us or who uses or is authorized to use an Online Banking identification number and password or other means of access we establish or approve is covered by this agreement. The term “Online Banking” or “Internet Banking” means our service that allows you to make payments, transfer funds, access accounts, obtain information and perform other transactions over the Internet by use of a personal computer and modem and/or other means we authorize or allow.

IDENTIFICATION NUMBER AND PASSWORD (PIN)

To access our Online Banking service, you must use the identification number and /or other means of access we establish or provide for your Online Banking Customer Account, together with a password (PIN). However, you must ensure that your Online ID and password are safeguarded against unauthorized users. Do not share your ID or password with anyone. Anyone to whom you give your Online Banking identification number and password (PIN) or other means of access may have full access to your accounts even if you attempt to limit that person’s authority.

SECURITY

- Change your Online pin frequently, you will be required to change it at least every 365 days.
- Do not share you user ID or pin with anyone.
- Do not walk away from your computer if you are in the middle of an Online session.
- Log off Falcon National Bank Online Banking and close your browser before visiting other Internet Sites.
- Keep your antivirus software current and active.
- In order to minimize the risk of computer takeover, do not open emails or click on links contained in emails from unknown senders. Often times spyware can be downloaded to your computer allowing access to all applications, personal IDs, and passwords.
- To keep unauthorized users from accessing your account by guessing your Pin, we instituted a PIN security system. If your PIN is entered wrong three consecutive times, the user is “locked out” of the system.
- Review your last log in date and the number of times you have logged in to monitor access to your accounts.

ELIGIBILITY

In order to participate in Falcon National Bank’s Online Banking you must have at least one active checking account in good standing, access to Internet service, and an email address. You may not designate or link any account that requires more than one signature for withdrawals. Only authorized individuals such as an owner or signer may authorize payment or transfers from any accounts tied to FNB Online Banking. You may enroll in person at our office or enroll electronically (personal accounts only) by completing the Online Banking Account Application Form. Once we have verified your account information and accepted your enrollment, we will assign a User ID and temporary PIN.

ACCOUNTS LINKED TO YOUR ONLINE BANKING SERVICES

When you first set up your Online ID, we will link all of your eligible accounts. Accounts in which you are an owner that are opened at a later date will automatically be added to your Online ID. You can limit the accounts linked or the activity level assigned to an account, at the time of opening or by contacting Customer Service. For more information you can call us at (866) 439-4363 or come in and a representative will discuss the available options with you.

ONLINE INTERNET BANKING TRANSACTIONS

You can instruct us to perform the following transactions:

- Make transfers between qualifying accounts to the extent authorized. Transfers Outside Falcon National Bank are not permitted.
- Obtain account information that we make available regarding your qualifying accounts;
- View account activity on your accessible accounts;
- View and print check images;

- Make stop payment orders;
- Send us secure Online messages and questions regarding Online Banking;
- Pay bills; and
- Enable debit card controls.

Also see Cash Management section, page 6, for business entities who elect the Cash Management service.

LIMITS ON INTERNET BANKING TRANSACTIONS

We undertake no obligation to monitor transactions through "Falcon National Bank Online Banking" to determine that they are made on behalf of the accountholder.

The completion of a transfer is subject to the availability of sufficient funds at time of final processing. If you do not have enough available funds, you may incur an Overdraft fee. See fee statement provided at time of account opening.

You must have enough funds available in any account from which you instruct us to make a payment or transfer. Refer to the agreed upon "Terms and Conditions of Your Account" disclosure that was received when you opened your deposit account. You can request another disclosure at any time.

BILLPAY

If you have enrolled in "Falcon National Bank" (FNB) Online Bill Payment Services you will have access to the Payments tab ("Bill Pay"). This tab allows you to arrange a payment from your FNB checking account to any payee in the United States. You can arrange, at your option, for the payment of your current, future, and recurring bills. Falcon National Bank Bill Payment Service terms and conditions governing the use of our Bill Payment Service is located by clicking on the "View the Terms & Conditions" link at the bottom of the page. Upon the first payment made by you we will have deemed that you have read and understood all these conditions and instructions and agree to abide by them.

DEBIT CARD CONTROLS

This tab allows you to add and maintain certain controls to your Falcon National Bank Consumer Debit Card. Certain functionality may not be available for all transactions based on the device used to access the controls, and/or the location and type of the merchant attempting to authorize transactions.

OUR LIABILITY FOR FAILURE TO COMPLETE PAYMENTS OR TRANSFERS

You agree to waive and release any claims against Falcon National Bank arising out of or in any way related to Online Internet Services, except for those claims resulting solely from the negligent acts or omission of Falcon National Bank, its employees or directors.

If we do not complete a payment or transfer on time or in the correct amount according to our agreement with you, we will be liable for your losses only to the extent of the amount of the payment or transfer that should have occurred if we were unable to resolve the problem. However, there are exceptions. WE WILL NOT BE LIABLE, FOR INSTANCE:

1. If, through no fault of ours, you do not have enough available funds in the account from which a payment or transfer is to be made, or if the account has been closed or is not in good standing, or if we reverse a payment or transfer because of insufficient funds.
2. If payment or transfer would go over the credit limit or available collected balance of any account.
3. If Online Banking services weren't working properly and you knew about the malfunction when you started the transaction or transfer.
4. If your equipment or ours was not working properly and the situation should have been apparent to you when you attempted to conduct the transaction.
5. If you have not given us complete, correct or current account numbers or other identifying information so that we can properly credit your account, another person's/business account or otherwise complete the transaction.
6. If you do not properly follow the instructions or if you provide us with the wrong or inaccurate information or fail to correct or tell us about any inaccuracy.
7. If you do not instruct us soon enough for payment or transfer to be received, sent and/or debited or credited by the time it is due.

8. If the funds in the account from which a payment or transfer is to be made is subject to legal process or any hold or block or other claim restricting the transaction or account.
9. If circumstances, such as but not limited to, computer, telephone line or electrical failure, acts of nature, civil disturbances, suspension of banking hours or other such circumstances, or persons beyond our control prevent, delay, intercept or alter the transaction, despite reasonable precautions that we have taken.
10. If the Bank is requested to stop an ACH transaction or transfer and it is too late.
11. If the Bank has terminated your online activity due to excess NSF activity, inactivity or the owners misuse or abuse of your accounts.
12. If you are using FNB Bill Pay Service and you fail to follow all the instructions as listed under the "HELP CENTER", or as listed on the Online Agreement or supplements thereof.
13. There may be other exceptions not specifically mentioned here.

LEGAL NOTICE

Disclaimer of Warranties and Liabilities

Information shown on "Falcon Online Banking" is generally current as of the immediately preceding Business Day. The Account balances may include deposits still subject to verification of other items memo posted to the account by us and may not include deposits or loan transactions in process, outstanding checks, withdrawals, credits, charges, etc. All information provided on the Online Banking site is believed by us to be accurate and reliable as of the date posted on the site. However, due to the possibility of human and mechanical error, as well as other factors, we are not responsible for errors or omissions from the information contained in this Online Banking Site. All of the information, materials and functions contained in our Site are provided on an "As Is" basis without warranties of any kind, either expressed or implied, including, but not limited to, warranties or merchantability, fitness for a particular purpose, or freedom from computer virus. We do not warranty the adequacy, timeliness or completeness of the information and materials included in our site or in other sites linked to or from our site, or that the functions provided will be uninterrupted or error-free. We expressly disclaim any liability for any errors in or omissions from information, materials and functions included in our Site or any other sites linked to or from our Site.

OTHER TERMS AND CONDITIONS

MONTHLY SERVICE CHARGE

There is no monthly service charge for accessing your linked accounts with the Online Banking Service. Cash Management does have a monthly charge for use (See Falcon National Bank Fee Schedule).

OTHER CHARGES

You should note that you might incur charges for:

1. Normal account fees and service charges.
2. Any Internet service provider fees.
3. Purchase of computer programs such as Personal Financial Management (PFM) software.
4. Additionally, fees may be assessed for added self-service features available through Online Banking customer service, such as stop payment requests, check copy images, and account statement copies. Please consult your deposit account agreements to see if your accounts are subject to these fees.
5. An NSF check(s) return or an NSF check(s) paid-fee, returned item, or similar fees may also apply if you schedule payments or transfers and your available balance is not sufficient to process the transaction on the date scheduled.
6. We may charge you a research fee of (see schedule of fees) per hour for an inquiry about a transaction that occurred more than 180 days before the date you make the inquiry. This fee will be waived if we determine that an error occurred.

BUSINESS DAYS

Our Internet Banking service is generally available 24 hours a day, 7 days a week. However, we only process transactions and update information on business days. Our business days are Monday through Friday. Transfers between Falcon National Bank accounts made after 7:00 p.m. CST will be processed on the next business day. Wire transfers and ACH activity after 2:00 p.m. CST will be processed the next business day. Banking holidays are not included. The service may be unavailable from time to time for routine software and hardware maintenance or due to unscheduled down time.

TRANSFERS

Transfers to and from deposit accounts made Online are not reflected in the account balance available at ATM's or POS until the following business day. Transactions made using an ATM/POS card is not reflected in your Online Balances until the transaction is processed. To avoid possible Overdraft Fees, please be sure to consider all Online transactions when making additional transactions at an ATM or POS and consider any ATM and POS transactions when considering making additional transactions Online.

CHANGES TO AGREEMENT

We may change this agreement at any time. For example, we may add, delete or amend terms or services. We will notify you of such changes by mail or electronic message. If you maintain your Online Banking services after the effective date of a change, you indicate your agreement to the change. By using new services when they become available, you agree to be bound by the rules contained in the Online Agreement.

CANCELLATION

Your Online Banking services remains in effect until they are terminated by you or Falcon National Bank. You may cancel your service at any time by notifying us of your intent to cancel in writing, through Online Banking secure mail or by calling Online Banking customer service at (866)439-4363. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the service. If you choose to cancel Online Banking service, any unprocessed payment will be canceled. If you close your primary checking account, or if it's no longer linked to your service, your Online Banking service will end, and any unprocessed payments will be canceled. We may terminate your participation in Online Banking services for any reason, including inactivity, at any time. We will try to notify you in advance, but we are not obligated to do so.

USE OF EXTERNAL E-MAIL ADDRESS

With Online Banking services, we may send messages to your external e-mail address and notify you that responses to your payment inquiries or customer service inquiries are available, or as otherwise described within Online Banking. We cannot act on instructions sent by you from an external e-mail address. You should use Online Banking secure mail to send instructions. This provides us with the additional security provided within the Internet Browser and assists both you and us by requiring the use of your specific User ID and PIN. If for any reason your external e-mail address changes or becomes disabled, please contact Falcon National Bank immediately so that we can continue to provide you with automated messages. You may notify us of any changes to your external e-mail address by contacting Customer Service at (866)439-4363.

CONTACT BY FALCON NATIONAL BANK

No Falcon National Bank or payee employee, nor any company affiliated with Falcon National Bank, will contact you via e-mail or phone requesting personal data, your Online ID or online passcode. If you are asked to provide personal data through Online Internet Banking or by phone or other means, please do not provide the information and contact us immediately.

ADDITIONAL PROVISIONS APPLICABLE ONLY TO CONSUMER AND SOLE PROPRIETOR ACCOUNTS

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSACTIONS:

Send us a secure online mail message or call us at (866) 439-4363. You can also so write us at:

Falcon National Bank
183 Cedar Drive
Foley, MN 56329

CONTACT US AT ONCE IF YOU THINK

- Your statement or transaction record is wrong.
- You need more information about a transaction listed on your statement.
- An unauthorized person has discovered your Online Banking passcode.
- Someone has transferred or may transfer money from your account without your permission.
- Transactions have been made without your permission.

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

If you tell us verbally, we may require you to send us your complaint or question in writing or via e-mail within ten (10) bank business days. (Online Banking customers may use secure online mail - not email). When you contact us, please provide the following information:

- Your name and account number.
- The date and dollar amount of the transaction in question.
- The transaction number assigned by Online Banking, if available.
- A description of the transaction about which you are unsure.

Please explain as clearly as you can why you believe there is an error or why you need more information.

We will tell you the results of our investigation within 10 bank business days after we hear from you, and we will promptly correct any error we have made. If we need more time, we may take up to 45 days to investigate your complaint or question. In this case, we will provisionally credit your account within 10 Business Days for the amount you think is in error, so that you 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 your letter in 10 Business Days, we reserve the right not to provisionally credit your account.

If we conclude there was no error, we will send you a written explanation within three (3) Business Days after we complete our investigation. You may request copies of the documents that we used in our investigation.

LIMITATION OF LIABILITY

Tell us at once if you believe your Online Banking passcode has been compromised, or if someone has transferred or may transfer money from your account without your permission. The best way to minimize your loss is to call us immediately. The unauthorized use of your Online Banking services could cause you to lose all of your money in your accounts, plus any amount available under your overdraft protection.

You will have no liability for unauthorized transactions if you notify us within 60 days after the statement showing the transaction has been mailed to you. If you do not, you may not get back any of the money you lost from any unauthorized transaction that occurs after the close of the 60-day period, if we can show that we could have stopped the transaction if you had notified us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods.

When you give someone your Online Banking ID and passcode, you are authorizing that person to use your service, and you are responsible for all transactions that person performs while using your service. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. If you notify us that the person is no longer authorized, then only transactions that person performs after the time you notify us are considered unauthorized.

Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

CASH MANAGEMENT BUSINESS CUSTOMERS (Only)

Refer to Falcon National Bank Fee Schedule for pricing of services.

Whereas Customer desires to obtain certain cash management services set forth below and as defined by the signed agreement, now or in the future incorporated as part of this Agreement, and Bank is willing to provide the Services as listed in the signed agreement, but solely on the terms and conditions and for the compensation contained in this Agreement.

SERVICES AVAILABLE IN CASH MANAGEMENT:

- Online Banking
- Initiating wire transfers (US funds) – Online Wire Agreement required. Special Pricing applies.
- Automatic payroll deposit (ACH credits)
- Automatic customer bill debiting (ACH debits)
- Future-dated or recurring ACH transfers will be processed on the business day requested. Transfers that fall on a weekend or a non-business day will be processed on the following business day.

STATEMENTS

Your Internet Banking payments or transfers will be indicated on the monthly statements we provide or make accessible to you for those accounts available through Falcon Online Banking. You agree to notify us promptly if you change your address or if you believe there are errors or unauthorized transactions on any statement, or statement information. Address changes must be requested in person.

YOUR LIABILITY

Each of you agrees to the terms of this account and the schedule of charges that may be imposed. You authorize us to deduct these charges as accrued directly from the account balance. You are liable for all transactions that you make or authorize, even if the person you authorize exceeds your authority. If you have given someone your Internet Banking number and password (PIN) or other means of access you give them the ability and authority to make transactions. Any loss incurred due to this is your responsibility and liability. If you should want to terminate that person's authority you must change your identification number and password (PIN) or other means of access or take additional steps to prevent further access by such person.

UNAUTHORIZED TRANSACTIONS OR LOSS OR THEFT OF YOUR INTERNET BANKING IDENTIFICATION NUMBER OR PASSWORD (PIN)

If you believe your Internet Banking Identification number or password (PIN) or other means of access have been lost or stolen or that someone has used them without authorization, call us immediately at (866) 439-4363 during normal business hours, after hours you may email us at ops@falconnational.com or write us at 183 Cedar Dr., Foley MN 56329. Quickly telephoning us is the best way of reducing your possible losses. Not all email may arrive at their destinations. We will send an email back to you as confirmation that we did receive it. Because the email is not secure from being read by just anyone, do not include any of your account, social security, or Fed ID numbers with your email. Please include a brief message describing your situation.

ADDITIONAL PROVISIONS APPLICABLE ONLY TO BUSINESS ACCOUNTS (EXCEPT SOLE PROPRIETOR)

PROTECTING YOUR PASSWORD/SECURITY

You agree that we may send notices and other communications, including pass-code confirmations, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that Falcon National Bank will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. You agree to:

- (1) keep your passcode secure and strictly confidential, providing it only to authorized signers on your account(s);
- (2) instruct each person to whom you give your passcode that he or she is not to disclose it to any unauthorized person; and
- (3) immediately notify us and select a new passcode if you believe your passcode may have become known to an unauthorized person.

Falcon National Bank will have no liability to you for any unauthorized payment or transfer made using your passcode that occurs before opportunity to act on that notice. We may suspend or cancel your passcode even without receiving such notice from you, if we suspect your passcode is being used in an unauthorized or fraudulent manner.

We encourage you to assess the risks to your own systems and business procedures and evaluate the strengths and weaknesses of the controls you have in place. This risk assessment process should occur on a regular basis. Assessments should include but are not limited to evaluation of your antivirus protection, malware prevention, computer take over and other preventative measures.

ACKNOWLEDGMENT OF COMMERCIALLY REASONABLE SECURITY PROCEDURES

By using Online Banking, you acknowledge and agree that this Agreement sets forth the security procedures for electronic banking transactions that are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use as described above (and we had a reasonable opportunity to act on such notice).

LIMITATION OF BANK'S LIABILITY

If we fail or delay in making a payment or transfer pursuant to your instructions, or if we make a payment or transfer in an erroneous amount that is less than the amount per your instructions, unless otherwise required by law, our liability shall be limited to interest on the amount that we failed to timely pay or transfer, calculated from the date on which the payment or transfer was to be made until the date it was actually made or you canceled the instructions. We may pay such interest either to you or the intended recipient of the payment or transfer, but in no event will we be liable to both parties, and our payment to either party will fully discharge any obligation to the other. If we make a payment or transfer in an erroneous amount that exceeds the amount per your instructions, or if we permit an unauthorized payment or transfer after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law, our liability will be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the payment or transfer to the date of the refund, but in no event to exceed 60 days' interest. If we become liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where Falcon National Bank is headquartered for each day interest is due, computed on the basis of a 360 day year. **Unless otherwise required by law, in no event will Falcon National Bank be liable to you for special, indirect or consequential damages including, without limitation, lost profits or attorney's fees, even if we are advised in advance of the possibility of such damages.**

ADDITIONAL SERVICES INTENDED FOR BUSINESSES:

CREATING AND MANAGING USERS

You may add additional users to your Online ID and provide each with a separate pass-code. For each user, you may designate the authorized activity level – for each linked account.

You may also designate another user as an Administrator, which means that this user will also be able to designate additional users. You agree that, by granting financial access through Online Banking, you will be allowing a user to transfer funds, perform account maintenance, and view account transactions and reports for the linked account. Inquiry access allows a user to view account transactions. If you select to enable ACH for a user, that user will automatically have Financial-level access to all the accounts that you have set up for ACH, and they will be able to use the ACH feature. If you no longer are a person authorized on the signature card for each linked account to designate signers for each such account, the business has the obligation to inform a Falcon National Bank Retail Banker of the new individual or individuals with such authority. Such notice must be given separately from any other notices given to other Falcon National Bank departments or banking centers, by calling us at (866) 439-4363. You may also write us at:

**Falcon National Bank
183 Cedar Drive
Foley, MN 56329**

We will not confirm the authority of the person or persons obtaining reports, initiating transactions, or engaging in financial activities via our Online Internet Banking service. It is your responsibility to maintain the integrity and confidentiality of your Internet Banking identification numbers and passwords (PIN). You shall not hold us responsible or liable for any damages, losses and/or injuries you may sustain as a result of authorized or unauthorized use of your Internet Banking identification number and/or passwords (PIN).

ONLINE BANKING USER ADMINISTRATOR (Customer)

Linking Accounts of Additional Businesses

If you are authorized to enter into an Agreement for the Business Online Banking service for another business, and if you want to link the accounts of the other business to the accounts covered by this Agreement, you will need to agree separately to this Agreement for each of those businesses. You will also need the authorization of each business's authorized corporate officers. Upon doing so, you/us may link the accounts of the businesses so that you may elect, at your own risk and that of the businesses, but not of the Bank, to use a common Online ID and passcode for Business Online Banking for all linked accounts. You should do this only if you are authorized to link the accounts of the different business and to use all the functions of Business Online Banking for each business. You further agree to inform Falcon National Bank if your authority over any linked account decreases. Falcon National Bank is not liable if your authority over any account decreases until it is informed of the change in authority using the "Notice" requirements of this Agreement.

MOBILE BANKING CUSTOMERS (Only)

MOBILE BANKING AGREEMENT AND DISCLOSURE STATEMENT

Falcon National Bank ("we" or "us") strives to provide you the convenience of Mobile Internet banking availability. This Agreement states our obligation with respect to our Mobile Internet banking service ("the service").

TERMS AND CONDITIONS. The Terms and conditions of the original Online Banking Agreement also apply to use of Falcon Mobile Internet Banking.

SECURITY AWARENESS. Five ways you can contribute to securing your personal information.

1. Use complex passwords
2. Do not click on "remember" my password or store your password on this device.
3. Do not share your password.
4. Call your phone provider immediately if your device is lost or stolen.
5. Call the Bank immediately if your device is lost or stolen.

FALCON NATIONAL BANK – MOBILE BANKING SERVICE AGREEMENT

The Mobile Banking Service ("Mobile Banking Service" or "Service") is provided to you by Falcon National Bank ("Bank," "we," and "us"). This Mobile Banking Service Agreement ("Agreement") sets forth the terms and conditions for use of the Mobile Banking Service. By clicking the "I Agree" button below, you agree to all the terms, conditions, and notices contained or referenced in this Agreement. You must enroll in the Online Banking Service and execute the Online Banking Agreement before you can enroll in the Mobile Banking Service. The Online Banking Agreement is hereby incorporated by reference and is made a part of this Agreement. Access to and use of the Mobile Banking Service is subject to all applicable federal, state, and local laws and regulations.

1. DESCRIPTION OF THE MOBILE BANKING SERVICE. Unless your cellular phone is limited to texting, Mobile Banking Service refers generally to any service allowing an existing Bank customer to access and view accounts, including checking, certificates-of-deposit, money markets, loans, and lines-of-credit, selected by the customer ("Accounts") from a web-enabled mobile phone or device ("Mobile Device") whose network allows secure SSL traffic and supports WAP browsers. The services available to the text-enabled cellular phone are limited as further described in this Agreement. We do not guarantee the functionality of the Service on all wireless devices; however, generally, the Service should be compatible with any web-enabled mobile phone or other Mobile Device, regardless of make, model, or mobile service provider. This proprietary solution adapts to any screen size and can change dynamically to present items on any screen in a pleasing format. The Mobile Banking Service allows you to view Account balances, view account transaction history, transfer funds between Accounts, pay bills to payees, enable debit card transaction controls and view alerts. This Agreement supplements but does not replace your Deposit Account Agreement and Online Banking Agreement. In the event of an inconsistency between the terms of the Deposit Account Agreement or the Online Banking Agreement and this Agreement, the Agreement that most specifically addresses the service or issue shall govern and prevail. Undefined terms herein shall have the meaning assigned to them in the Deposit Account Agreement or the Online Banking Agreement, as applicable.

In most cases you may use the Service to gain access to deposit accounts in which you have an unrestricted right to withdraw funds. However, the Bank, as it may determine at any time and from time to time in its sole discretion, may deny Service account access, restrict Service account transactions, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any account.

You acknowledge and agree that these services may be provided by an independent third party service provider ("Vendor") as selected by Bank, and that both the Vendor and the Service are subject to change from time to time without notice to you. You further acknowledge, agree, and stipulate that the Vendor is an independent contractor providing software and data transmission services and is not the agent of you or the Bank. Neither the Bank nor the Vendor is responsible for the actions or omissions of the other. Unless a release is prohibited by law, you release us from any liability for failures, acts or omissions of any third-party system operator including, but not limited to, unauthorized access to theft or destruction of your information or instructions.

2. SERVICE INCLUDED.

- (a) Use of the Service requires a web-enabled Mobile Device or a cellular phone that is text-enabled.
- (b) The text-enabled cellular phone service ("SMS Texting") is limited to making a balance inquiry, viewing transaction history on the account, approve or confirm ACH and/or wire transfer transactions, and view alerts. Text messages are sent to you without being encrypted thus you assume all the risk associated with third party interception. With the exception of the text-enabled cellular phone, the Service is similar to internet banking on a personal computer. You can view your available account balance and review account history on the Account selected by you.
- (c) The Service allows you to transfer money between your accounts. You must select the accounts to and from which funds will be transferred through the use of the Online Banking service, and you will receive a confirmation when the transaction is completed. Frequency and amount limitations of transfers are set forth below.
- (d) If you have signed up for our Online Banking Bill Pay Service, the Service allows you to pay bills to payees. A confirmation message and number will be displayed after the bill payment is complete. The payees must be set up through the Online Banking Service. A new payee cannot be set up on the Online Banking Bill Pay Service through your Mobile Device.
- (e) If you have Alerts on your account, you may review the Alerts with the Service. New Alerts cannot be set up using this service and must be set up through the use of the Online Banking Service.
- (f) From time to time, we may develop additional mobile banking services. As such services are developed you will have the opportunity to add them to your Mobile Banking Service, provided you have compatible wireless hardware and software.

3. ELIGIBILITY/HOW TO REGISTER FOR MOBILE BANKING SERVICE. To use the Service, you must have an open account at the Bank, register for Online Banking, and have a compatible Mobile Device. During the registration process, you will enter your mobile phone number as well as other information required to authenticate your identity. After you have accepted these Terms and Conditions and clicked "Continue", you will receive a SMS Text Message to your Mobile Device acknowledging that you have registered for this Service. After you receive the SMS Text Message, you will be provided with further instructions on how to access the Service using the browser on your Mobile Device as well as how to receive account balance information using SMS Texting. During this registration process, you will be required to provide your Online Banking identification credentials ("Online Banking ID" and "Password") that you must use each time you access the Service.

4. SECURITY PROCEDURE. The use of the Access Code and your Mobile Device is a security procedure established by Bank to authenticate the identity of the person attempting to gain access to the Service. The security procedure is not designed for the detection of errors and we make no representation or warranty as to the security of the information. We may require you to change your Access Code from time to time for security reasons. You should keep your Access Code in a secure location. Any person having access to your Access Code will be able to access these Services and perform all transactions, including reviewing Account information and using the Bill Pay Services. With this Access Code, a third party will be able to use your Online Banking Service to add new payees to the Bill Pay Service. **YOU ARE RESPONSIBLE FOR SAFEGUARDING THE ACCESS CODES AND YOUR MOBILE DEVICE. PROVIDING THESE ACCESS CODES TO ANOTHER PERSON EFFECTIVELY CONSTITUTES A GRANT OF AUTHORITY TO ACCESS YOUR ACCOUNTS UNDER FEDERAL RESERVE BOARD REGULATION E ("REG E").**

- (a) You agree to comply with the "Security Procedures" and any other Security Procedures Bank directs you to use, and you acknowledge and agree that the Security Procedures, including (without limitation) any code, password, personal identification number, user identification technology, token, certificate, or other element, means, or method of authentication or identification used in connection with a Security Procedure ("Security Devices"), constitute commercially reasonable security procedures under applicable law for the initiation of transfers and access to confidential customer information. You authorize us to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until you have notified us, according to notification procedures prescribed by us, that the Security Procedures or any Security Device has been stolen, compromised, or otherwise become known to persons other than you or your representative(s) and until we have had a reasonable opportunity to act upon such notice. You agree that the initiation of a transaction using applicable Security Procedures constitutes sufficient authorization for Bank to execute such transaction notwithstanding any particular signature requirements identified on any signature card or other documents relating to your deposit account maintained with Bank, and you agree and intend that the submission of transactions and instructions using the Security Procedures shall be considered the same as your written signature in authorizing us to execute such transaction. You acknowledge and agree that you shall be bound by any and all transactions initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity

otherwise initiated by you, to the fullest extent allowed by law. You further acknowledge and agree that the Security Procedures are not designed to detect error in the transmission or content of communications or transaction initiated by you and that you bear the sole responsibility for detecting and preventing such error.

- (b) You agree to keep all Security Procedures and Security Devices protected, secure, and strictly confidential and to provide or make available the same only to your authorized representative(s). You agree not to disclose or provide any Security Procedures or Security Devices to any unauthorized person. Where you have the ability to change or modify a Security Device from time to time (e.g., a password or Username), you agree to change Security Devices frequently in order to ensure the security of the Security Device. You agree to notify us immediately, according to notification procedures prescribed by us, if you believe that any Security Procedures or Security Device have been stolen, compromised, or otherwise become known to persons other than you or your authorized representative(s) or if you believe that any transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, we may issue you a new Security Device or establish new Security Procedures as soon as reasonably practicable, but we shall not be liable to you or any third party for any delay in taking such actions.
- (c) We reserve the right to modify, amend, supplement, or cancel any or all Security Procedures, and/or to cancel or replace any Security Device, at any time and from time to time in our discretion. We will endeavor to give you reasonable notice of any change in Security Procedures; provided that we may make any change in Security Procedures without advance notice to you if we, in our judgment and discretion, believe such change to be necessary or desirable to protect the security of our systems and assets. Your implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute your agreement to the change and your agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

5. AVAILABILITY OF SERVICE. We will use reasonable efforts to make the Service available for your use on a continuous basis. The Service may be unavailable for short periods of time for regular or emergency system maintenance. We will endeavor to have our scheduled maintenance occur during non-peak hours. We will use diligent efforts to re-establish the Services as promptly as possible. We do not promise the Service will always be available for your use. In addition, accessibility to the Service may be interrupted because of conditions beyond our control, including outages in Internet, cellular or other communications availability. However, you understand and acknowledge that the Internet is an unsecured, unstable, and unregulated environment, and that your ability to use Internet Banking is dependent upon the commercial or internal on-line service you have chosen and are using, as well as the Internet and equipment, software systems, data and services provided by various vendors and third parties (including telecommunications carriers, equipment manufacturers, firewall providers and encryption system providers). You understand that while we and our service providers have established certain security procedures designed to prevent unauthorized access to accounts or transactions, there is no assurance that inquiries of transaction activity will be completely secure, or that access to internet Banking will be free from delays, interruptions, malfunctions, or other inconveniences generally associated with this electronic medium. We will not be liable for damages arising from delay, failure or error in transmission while using Internet Banking or your inability to access the system.

We may elect to discontinue, modify, or suspend your privilege of using Internet banking and withhold approval of any transaction, at any time, without prior notice to you or refund of fees you have paid. If the event we choose to discontinue the Service, we will attempt to provide you with reasonable notice in advance but are not required to do so. You will be notified as soon as practicable. We reserve the right at all times to take actions to protect our systems and information, including denial of access to users of the Service.

6. PHYSICAL AND ELECTRONIC SECURITY. Because the Mobile Banking Service is similar to Online banking on a personal computer, there are security risks associated with the use of the Service. The hardware and software that you use in connection with the Service may be subject to unauthorized tracking or other manipulation by spyware or other malicious code. We are not responsible for advising you of the existence or potential effect of such malicious code, and your use of your hardware and software is at your own risk. We will use commercially reasonable efforts to secure the Service to prevent access by unauthorized persons and to prevent the introduction of any malicious code, such as a computer virus. However, no security system is failsafe, and despite our efforts the security of the Service could be compromised or malicious code could be introduced by third parties. We will provide you with notice if your information is the subject of a security breach as required by applicable law.

You acknowledge and agree that it is your responsibility to protect yourself and to be vigilant against e-mail and/or text messaging fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" or "pharming"). You acknowledge that, other than at the time you are registering for this Service, the Bank will never contact you by e-mail or text message in order to ask for or to verify Account numbers, Security Devices, or any sensitive or confidential information, and will never provide links to websites in e-mails or text messages that the Bank transmits to you. In the event you receive an e-mail, text message, or other electronic

communication that you believe, or have reason to believe, is fraudulent, you agree that you shall not respond to the communication, provide any information to the sender of the communication, click on any links in the communication, or otherwise comply with any instructions in the communication. To the extent allowed by law, you agree that the Bank is not responsible for any losses, injuries, or harm incurred by you as a result of any electronic, e-mail, text message or internet fraud.

7. ACCOUNT ACCESS. Transfers and Payments from your Account initiated via the Mobile Banking Service will be deducted on the day you initiate them. If the day you initiate a Transfer or Payment falls on a weekend or holiday, we will process your transaction the next Transfer Day. We may refuse to act on your Transfer instructions or Payment request if sufficient funds, including funds available under any overdraft protection plan, are not available in your Account on the date you want us to make the Transfer or Payment.

8. PROCESSING INTERNAL FUND TRANSFERS. We can process a Transfer until 7:00 p.m. CST on a Transfer Day. If you initiate a Transfer after the cutoff time, the Transfer will be reflected in your account and available for your use at the time the Transfer is initiated, but it will be processed the following Business Day. You are fully obligated to us to provide sufficient funds for any payments or transfers you make or authorize to be made. If we complete a payment or transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any other deposit account(s) you have with us to the extent permissible by the applicable law and the terms of any other relevant agreements.

If there are insufficient funds in your Account to make a Transfer or Payment, we may refuse to make the Transfer or Payment or we may make the Transfer or Payment and overdraw your Account. In either event, you are responsible for any Overdraft Charges that may apply.

9. CANCELLING TRANSFERS OR PAYMENTS. You may cancel a pending Transfer or Payment transaction. However, to do so, you must use the Online Banking Service and we must receive your instruction to cancel prior to the cutoff time on the Transfer Day or Business Day the transaction is scheduled to be processed. If we don't receive your instruction to cancel a transaction before that time, we may process the transaction and shall not be liable to you or any third party for any harm suffered as a result.

10. BILL PAYMENT SERVICE AND TRANSFERS. If you have signed up for our Online Bill Payment Service, you can use this Service to initiate one-time immediate bill payments, which will be processed during the next bill pay processing time. You cannot use this Mobile Banking Service to set up new payees. You must use the Online Bill Payment Service to set up new payees. The Bank reserves the right to decline to make Payments to certain persons and entities. You agree that any Payment for taxes, Payments that are court-ordered, government payments and Payments outside of the United States are prohibited and you agree that you will not attempt to use the Service to make these types of Payments. You may not schedule Payments or create a new Payee through this Mobile Banking Service. Please refer to your Online Banking Service Agreement for the procedures that must be followed to perform these functions.

Payments are posted against your ledger balance, plus the available credit on your overdraft protection, if any, or other line of credit.

For all Payments, you agree to allow at least five (5) Business Days for a Check Payment and at least two (2) Business Days for an Electronic Payment between the date you initiate a Payment and the Payment due date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). If you fail to allow the prescribed number of days, you will be fully responsible for all late fees, finance charges or other actions taken by the Payee. If you initiate your Payment and follow all instructions provided, and the Payment is not received by the Payee in a timely manner, a representative of Bank will work with the Payee on your behalf to have any late fees or charges reversed.

When you initiate a Bill Payment that will be made by check, you authorize us to issue a check drawn on your qualified designated checking account for the requested amount. If sufficient funds are not available in your designated account when the check is presented for payment, we may refuse to honor the check and return it unpaid. At our sole discretion, we may elect to pay the check regardless of the insufficient funds. In either event, your qualified designated account will be charged our then current fee for processing insufficient items, whether the check is paid or returned, as applicable. You are responsible for any loss or penalty that you may incur due to a lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your account.

If a Payment is to be made electronically and your Account does not have sufficient funds to make a Payment as of the date the Payment is attempted to be made, the Payment will continue to attempt to be paid until sufficient funds

are in the account to satisfy the Payment or until the account is closed. If your Account does not have sufficient funds to make a Transfer at the time a Transfer is attempted to be made, the Transfer will not be made and you will receive a message that states "ERROR Funds unavailable to complete transfer." Bank shall have no obligation or liability if it does not complete a Transfer or Payment because there are insufficient funds in your account to process a transaction. In all cases, you are responsible for either making alternate arrangements for the Payment or rescheduling the Payment through the Service.

Recurring Payments and Transfers cannot be made through this Service. One-time Payments do not reoccur and are not made until you enter the Payee and amount of the current bill and submit the Payment. A stop payment cannot be placed on an Electronic Bill Payment transaction once issued and the Payment cannot be cancelled. However, a stop payment can be placed on a Bill Payment transaction by Bill Payment check any time prior to the check being presented for final payment subject to the completion of a Stop Payment Request.

In the event a Payment is returned to us for any reason, you authorize us, in our sole and absolute discretion, to either research and correct the Payment information or to void the Payment and re-credit your Account.

In order for the Bill Payment Service to remain in active status, you must pay a bill at least once every two (2) months.

The debit card controls tab allows you to add and maintain certain controls to your Falcon National Bank Consumer Debit Card. Certain functionality may not be available for all transactions based on the device used to access the controls, and/or the location and type of the merchant attempting to authorize transactions.

11. CONFIRMATION NUMBERS. Upon completion of a Transfer or Payment, a confirmation message will be displayed on your Mobile Device confirming that the transaction has been completed. If Alerts have been enabled, an SMS Text message will be sent to confirm the Transfer or Payment. You should record the Payee information (if applicable), the date of the Transfer or Payment, and the amount of the Transfer or Payment, in your checkbook/transaction register or other permanent record. This procedure will help in resolving any problems that may occur. No printed receipts are issued through the Service.

12. LIMITATIONS. Your use of the Service is subject to the following limitations:

- (a) **DOLLAR AMOUNT.** There may be a limit on the dollar amount of the transactions you can make using the Service. Security reasons limit the dollar amount of transactions and these limits are subject to change from time to time. Payment can only be made with U.S. currency.
- (b) **FREQUENCY.** In addition to the Federal banking regulations that restrict the number of transfers and withdrawals, there may be limits on the number of transactions you can make using the Service. These limits are for security reasons and are subject to change.
- (c) **FOREIGN TRANSACTIONS.** No Payments may be made to Payees outside the United States. Additional limitations may be contained in this Agreement. Your ability to initiate transactions may also be limited by the terms of other agreements you have with the Bank or by applicable law.

13. SMS TEXTING SERVICE. The Mobile Banking Services enables you to access your Account(s) through an SMS text enabled Mobile Device. By activating/registering your Mobile Devices for this service, you agree to receive and send electronic text messages about your Accounts. Bank will send text messages to you based upon the instructions you provide at the time of the SMS request that you send. You hereby acknowledge and accept that each message is sent to you without being encrypted and will include certain information requested on your Account(s).

You may request and receive text messages concerning your accounts on any text enabled Mobile Device. It is your responsibility to determine if your wireless carrier provider supports text messages and your Mobile Device is capable of receiving text messages. Bank's SMS messages are subject to the terms and conditions of your agreement(s) with your wireless carrier provider and you acknowledge that your use of the SMS service may result in additional or changed fees by your mobile device carrier. Once you activate your Mobile Device for this Service, YOU are solely responsible for keeping any personal information in your Mobile Device secure. For your protection, you agree to:

- (a) Log in to Online Banking and cancel SMS Texting if you or your wireless carrier provider cancel your service.
- (b) Log in to Online Banking and cancel SMS Texting if your Mobile Device is lost or stolen.
- (c) Contact Bank if your Mobile Device is lost or stolen.
- (d) Log in to Online Banking and cancel or edit SMS Texting if there are changes to your wireless carrier provider or Mobile Device number (cell phone number).

- (e) Erase your "Sent Message" and "Inbox" that may contain your SMS PIN number or other personal information.

You acknowledge, agree, and understand that your receipt of any SMS messages may be delayed or prevented by factor(s) affecting your wireless carrier provider and/or other factors outside our control. We neither guarantee the delivery nor the accuracy of the contents of any message(s). You agree to the terms of the indemnification clause as specified on the Online Banking Agreement. You also agree not to hold the Bank liable for any losses, damages or costs that may arise in whole or in part, from:

- (a) Non-delivery, delayed delivery, or the misdirected delivery of any message; or
- (b) Inaccurate or incomplete content in any message; or
- (c) Your reliance on or use of the information provided in any SMS service message for any purpose.

The Bank provides this service as a convenience to its customers. The Bank does not use text messages for any purpose not included in this Agreement and will not respond to text messages sent to us that do not comply with appropriate action codes. A SMS message does not constitute an official record for the Account to which it pertains. Bank reserves the right to terminate this service or begin charging a fee for this service at any time without prior notice to you, except where required by law. All provisions of any agreements or disclosures previously made pertaining to your Account(s) remain in effect and are not superseded or amended by this Agreement.

14. NO FEES TO ACCESS MOBILE BANKING SERVICE. There is no fee or charge assessed by us for you to register for or access the Mobile Banking Service. (We may assess fees or charges in the future; you will receive notice of such fees or charges, as required by law.) You may, however, incur charges to receive Internet service on your Mobile Device. You may also incur charges from your wireless carrier when sending and receiving text messages. You will be responsible to your wireless carrier for any such Internet or text messaging charges.

15. PRIVACY AND SOLICITATION. The Bank is committed to protecting your privacy. All information gathered from you in connection with using the Mobile Banking Service will be governed by the provisions of the Your Financial Institution Privacy Policy (the "Privacy Policy"), which is incorporated herein by reference, and the receipt of which you acknowledge as part of your acceptance of this Agreement. Upon enrollment, you are also providing your express prior consent permitting us to contact you for fraud prevention, servicing, telemarketing purposes, or other purposes as provided in the Privacy Policy.

16. EXPORT CONTROL & INTERNATIONAL USE. The United States controls the export of products and information containing encryption ("Controlled Technology"). You agree to comply with such restrictions and not to export or re-export any Controlled Technology within the Service to countries or persons prohibited under the Export Administration Regulations ("EAR"). By downloading any products or information from this Service, you are agreeing that you are not in a country where such export is prohibited and that you are not a person or entity to which such export is prohibited. You are responsible for compliance with the laws of your local jurisdiction regarding the import, export, or re-export of any products or information subject to the EAR. We do not make any representation that any content or use of the Service is appropriate or available for use in locations outside of the United States. Accessing the Service from locations where its contents or use is illegal is prohibited by the Bank. Those choosing to access the Service from locations outside the United States do so at their own risk and are responsible for compliance with local laws.

17. PROPRIETARY RIGHTS. Other than your materials and account information, all content received on the Mobile Banking Service is the exclusive property of Your Financial Institution and/or its licensors and is protected by copyrights or other intellectual property rights.

18. YOUR RESPONSIBILITIES.

- (a) **PROVIDING HONEST AND ACCURATE INFORMATION UPON REGISTRATION.** You agree to provide true, accurate, current, and complete information about yourself as requested in registering for the Service, and you agree to not misrepresent your identity.
- (b) **NO ILLEGAL USE OF THE MOBILE BANKING SERVICE.** You agree not to use the Service to conduct any business or activity or solicit the performance of any activity that is prohibited by law or any contractual provision by which you are bound with any person. You agree to comply with all applicable laws, rules, and regulations in connection with the Service. You certify that you are 18 years of age or older or otherwise able lawfully to enter into contracts under applicable law.
- (c) **PROMPT NOTIFICATION OF THEFT OR DESTRUCTION OF EQUIPMENT.** You agree to notify us in a timely manner in the event you lose, change, or destroy the device whose phone number is registered with the Mobile Banking Service.

- (d) **NAMING OF ACCOUNTS.** You agree not to use any personally identifiable information when providing shortcuts or creating nicknames to your Accounts.
- (e) **DUTY TO INSPECT.** You shall inspect all transaction history, reports, journals, and other material evidencing the output of the service(s) performed by Bank. You must report all errors to the Bank for services performed and indicated in the transaction history, reports, journals, and other material evidencing the output of the service(s) or otherwise reported to you daily by the close of business on the banking day following the day on which the Service(s) is rendered. You must report all other errors within a reasonable time not to exceed sixty (60) days from the date that the error is made. Failure of you to promptly report errors within such specified time shall preclude you from asserting against the Bank any claims arising from the error or any loss caused by the error.

19. THE BANK'S RESPONSIBILITIES. Bank agrees to use ordinary care in rendering Services under this Agreement. You recognize and agree that ordinary care does not mean error free. You agree to pay all attorneys' fees, costs and expenses Bank may incur in collecting any sums you owe to Bank for overdrafts, service charges or otherwise in enforcing any rights Bank may have under the terms of this Agreement or applicable law, rule or regulation applicable to your account(s) or the Services rendered by Bank under this Agreement. You also agree to pay all attorneys' fees, costs and expenses that Bank may incur as the result of defending any claim or action made against Bank by you, or on your behalf where Bank is found not to be liable for such claim. In no event shall Bank be liable to you for attorneys' fees incurred by you in any action brought by you against Bank.

Our sole responsibility for an error in a transfer will be to correct the error. Without limiting the generality of the forgoing, we will not be responsible for the following matters, or for errors or failures of our Services as result of:

- (a) **ACCESS.** We will not be liable under this Agreement for failure to provide access or for interruptions in access to our Services due to a system failure or due to other unforeseen acts or circumstances.
- (b) **YOUR MOBILE DEVICE & YOUR SOFTWARE.** We will not be responsible for any errors or failures from any malfunction of your Mobile Device or any malicious software or other problems related to the Mobile Device used with our Services. We are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your mobile browser (Internet Explorer Mobile®, Edge, Safari®, Opera Mini™/Opera Mobile™ or otherwise), your mobile service provider, your personal financial management or other software (such as Quicken® or Microsoft Money®), or any equipment you may use to access or communicate with the Service.
- (c) **SECURITY.** We are not responsible for any electronic viruses, spyware, phishing attempts or other malicious internet or computer activity that you may encounter. We encourage you to obtain internet security software or hardware to combat this activity such as anti-malware, firewall, anti-spam, and intrusion prevention. You should also regularly update your security software and hardware and educate yourself on safe Internet and e-mail practices.
- (d) **OTHER.** Any Transaction or instruction that:
 - 1. exceeds your collected and available funds on deposit with the Bank;
 - 2. is not in accordance with any condition indicated by you and agreed to by the Bank;
 - 3. the Bank has reason to believe may not be authorized by you;
 - 4. involves funds subject to hold, dispute, or legal process preventing their withdrawal;
 - 5. would violate any provision of any present or future risk control program of the Federal Reserve or any current or future rule or regulation of any other federal or state regulatory authority;
 - 6. is not in accordance with any other requirement stated in this Agreement or any Bank policy, procedure, or practice; or,
 - 7. for the protection of the Bank or you, the Bank has reasonable cause not to honor.

20. CONTACT INFORMATION / HOURS OF OPERATION. In case of questions about the Service or your electronic transactions contact customer service at:

Falcon National Bank
Attn: Customer Service
183 Cedar Drive
Foley, MN 56329

Phone: (320) 968-6300 or (866) 439-4363
Email: customerservice@falconnational.com

Our representatives are available to assist you from the hours of 8:00 a.m. to 5:00 p.m. CT, Monday through Friday, and 9:00 am to 12:00 pm CT on Saturdays, except holidays.

21. AUTHORITY AND JOINT ACCOUNTS. You hereby represent and warrant that you have full right, authority, and power to execute, deliver, and perform this Agreement. If this account is a joint account, you are jointly and severally liable under this Agreement. Each of you acting alone may perform transactions, obtain information, 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 either of you. However, each of you will only be permitted to access accounts for which you are an owner or authorized user. Each of you individually releases us from any 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 Mobile Banking account. 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.

22. INTERNET DISCLAIMER. For any service(s) described in the Agreement utilizing the Internet, Bank does not and cannot control the flow of data to or from Bank's network and other portions of the Internet. Such flow depends in large part on the performance of Internet Services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt your connections to the Internet (or portions thereof). Bank cannot guarantee that such events will not occur. Accordingly, Bank disclaims any and all liability resulting from or related to such events and in no event shall Bank be liable for any damages (whether in contract or in tort) that are attributable to the public Internet infrastructure, your ability to connect to the Internet, or Bank's ability to connect to the Internet on your behalf.

23. LIMITED LIABILITY. YOU UNDERSTAND THAT THERE ARE RISKS ASSOCIATED WITH THE USE OF A MOBILE DEVICE, AND THAT IN THE EVENT OF THEFT OR LOSS, YOUR CONFIDENTIAL INFORMATION COULD BE COMPROMISED.

IN NO EVENT WILL WE OR ANY OF OUR OFFICERS, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, OR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, FILES, PROFIT, OR GOODWILL OR THE COSTS OF PROCUREMENT OF SUBSTITUTE OF GOODS OR THE MOBILE BANKING SERVICE), INDIRECT, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE MOBILE BANKING SERVICE EVEN IF YOU, BANK, OR BANK'S SERVICE PROVIDER HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT ALLOWED BY LAW, THE AGGREGATE LIABILITY OF BANK AND OUR THIRD-PARTY SERVICE PROVIDERS UNDER THIS AGREEMENT SHALL NOT EXCEED ONE THOUSAND DOLLARS.

YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICE SHALL BE AT YOUR SOLE RISK AND THAT THE SERVICE IS PROVIDED BY BANK ON AN "AS IS" BASIS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BANK MAKES NO, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, WHATSOEVER TO YOU OR TO ANY OTHER PERSON AS TO THE SERVICES OR ANY ASPECT THEREOF, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, OR SUITABILITY. YOU AGREE THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY BANK EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR ANY SERVICES TO BE PERFORMED PURSUANT HERETO.

BANK MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU AS TO ANY MOBILE DEVICE HARDWARE, SOFTWARE, OR EQUIPMENT USED IN CONNECTION WITH THE SERVICE (INCLUDING, WITHOUT LIMITATION, YOUR MOBILE DEVICE OR RELATED EQUIPMENT, YOUR SOFTWARE, OR YOUR MOBILE SERVICE PROVIDER OR ITS EQUIPMENT), OR AS TO THE SUITABILITY OR COMPATIBILITY OF BANK'S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT YOU USE, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING (BUT NOT LIMITED TO) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BANK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN OR MALFUNCTIONS OF YOUR MOBILE DEVICE HARDWARE OR SOFTWARE, FOR THE QUALITY OF PERFORMANCE OR LACK OF PERFORMANCE OF ANY SOFTWARE OR HARDWARE OR INTERNET DELIVERED SERVICES SUPPLIED BY BANK TO YOU IN CONNECTION WITH THIS AGREEMENT, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM YOU TO BANK OR FROM BANK TO YOU. BANK SHALL NOT BE RESPONSIBLE FOR NOTIFYING YOU OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF YOUR MOBILE DEVICE HARDWARE OR SOFTWARE.

24. RELATIONSHIP OF PARTIES. You and Bank acknowledge and agree that the relationship of Bank and you is that of an independent contractor and that this Agreement does not establish or create a general agency, joint venture, partnership, or employment relationship between them.

25. FORCE MAJEURE. The Bank shall not be responsible for any liability, loss, or damage resulting from Bank's failure to perform any Service or to perform any other obligations under this Agreement which is caused by an act of God, fire, floods, adverse weather or atmospheric conditions or other catastrophes; war, sabotage, riots, acts of public enemy, or acts of governmental authority or the Board of Governors of the Federal Reserve; labor difficulties; equipment or computer failure or destruction or the unavailability, interruption, or malfunction of communications facilities or utilities; delays or failure to act by you or third parties and their personnel; criminal acts; or generally any cause reasonably beyond the Bank's control.

26. INDEMNIFICATION. In addition to the indemnification and liability provisions contained elsewhere in this Agreement, the following provisions apply: You agree to indemnify, defend, and hold Bank and our affiliates, officers, directors, employees, consultants, agents, Mobile Banking Service providers, and licensors harmless from any and all third party claims, liability, damages and/or costs (including, but not limited to, reasonable attorneys' fees) arising from damages that result from misuse or loss of your phone or misuse of the Service. You will be liable for, hold harmless, and will indemnify Bank, and their employees and agents from and against all claims of any sort by third parties or others arising out of this Agreement, including all losses and expenses incurred by Bank arising out of your failure to report required changes, transmission of incorrect data to Bank, or failure to maintain compliance with all laws, regulations and rules. Except for those losses caused directly by Bank's malicious intent, you agree to indemnify and hold Bank, its officers, directors, shareholders, agents, employees, and affiliates, and their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to (i) any services or transactions performed in connection with this Agreement, (ii) Bank's action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed by Bank to be an authorized representative of you or Authorized User, (iii) your breach of any of your covenants, agreements, responsibilities, representations or warranties under this Agreement, and/or (iv) your breach of applicable laws, rules or regulations. Your obligation to indemnify us shall survive termination of this Agreement.

27. AREA OF SERVICE. The Services described in this Agreement are solely offered to citizens and residents of the United States of America and may not be accessed while outside of the United States of America.

28. PROGRAM REVISIONS. We may, from time to time, revise, update, or perform maintenance upon, our program, the Services, and/or related material, resulting in interrupted service or errors in the Services or rendering prior versions obsolete. We also may need to change the scope of our Services from time to time. We will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will be provided. We reserve the right to terminate this Agreement as to all prior versions of our programs, the Services, and/or related material and limit access to our more recent versions and updates. Use of the Service after the effective date of any such revisions, updates, and/or changes will constitute your consent to the same.

29. NOTICES. All notices required under this Agreement shall be sent in writing or electronically by a telecommunications device capable of creating a written record and delivered, mailed, or made available to you at the most recent address on file with the Bank and to us at the address set forth herein or to such other address as such party may designate from time to time. All notices shall be effective upon mailing or electronic transmission.

30. TERMINATION. This Agreement will be in effect from the date your registration is submitted by you and accepted by Bank and at all times while you are using the Mobile Banking Service. Either you or Bank may terminate this Agreement and your use of the Service or any product within the Service at any time with or without notice. All applicable provisions of this Agreement shall survive termination by either you or Bank.

31. MOBILE DEPOSIT SERVICE AGREEMENT

This Falcon National Bank Mobile Deposit Service Agreement (this "Agreement" contains the terms and conditions for use of the Mobile Deposit Service (the "Service") that Falcon National Bank (the "Bank") provides to you. Before you can enroll in and have access to the Service, you must enroll in the Personal Online Banking Service and Mobile Banking Service and accept the Falcon National Bank Personal Online Banking and Mobile Deposit Service agreements which are both hereby incorporated by reference and are made a part of this Agreement. Other agreements you have entered into with the Bank in connection with your Falcon National Bank accounts and other services, including but not limited to, as applicable, the Account Signature Card, Funds Availability Disclosure, Consumer Privacy Notice, Fee Schedule and Terms and Conditions (collectively, the "Account Agreements") are incorporated by reference and made a part of this agreement. Terms not otherwise defined in this Agreement shall

have the definition ascribed to those terms in the Account Agreements and Online Banking Agreement. In the event of a conflict between this Agreement, the Personal Online Banking Agreement, and/or the Account Agreement, this Agreement will govern.

In this Agreement, the words “you” and “your” refer to each account owner or anyone else including each person, or, if applicable, entity with authority to deposit, withdraw, or exercise control over a deposit account. The words “you” and “your” also include any user you authorize to use the Service on your behalf. The words “Bank”, “we”, “us”, and “our” refer to Falcon National Bank.

1. **Services.** The service is designed to allow you to make deposits to checking, savings, or money market accounts by capturing the image of the check and delivering the image and associated deposit information to the Bank or the Bank’s designated processor. The accounts designated by you during the enrollment process must already be set up and within Falcon National Bank Personal Online Banking (each such account hereinafter referred to as an “Authorized Account”). Each such deposit is referred to in this Agreement as a “Mobile Deposit Transaction.” By using the Service, you authorize the Bank to convert checks to images or create substitute checks for the purpose of clearing the check. The Bank reserves the right to change the Service at any time and in any manner in its sole discretion. Your continued use of the Service will indicate your acceptance of any such changes to the service.
2. **Acceptance of these Terms.** By electronically accepting this Agreement, you are agreeing to all of the terms outlined within it. This Agreement is subject to change from time to time. We will notify you of any material change. We will provide you with advance notice of any changes to the terms of this Agreement when required to do so by applicable law. Your continued use of the Service after we provide you notice of changes will indicate your acceptance of the revised Agreement.
3. **Limitation of Services.** When using the Service, you may experience technical or other difficulties. We are not responsible for any technical or other difficulties or any resulting damages that you may incur. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you.
4. **Qualifications and Eligibility.** Use of the Service is subject to Bank approval. In order to be eligible to use the Service, your account(s) must meet qualification criteria set by the Bank. Any Falcon National Bank account holder who has a qualified account, is signed up for Mobile Banking, and is a user of Falcon National Bank smartphone app. is eligible for the Mobile Deposit service, excluding Health Savings Accounts, IRA savings accounts and passbook savings accounts. Qualified accounts are determined at Falcon National Bank discretion. We will review all accounts for which you are a signer in order to determine your qualification for the Service. Any user of the Service must be at least 18 years of age.
5. **Fees.** Mobile Deposit per item fee is complimentary. This Fee can be changed at any time per the Bank’s discretion. You will be provided notice of such change as required by law or regulation.
6. **E-mail Address.** You agree to notify us immediately if you change your e-mail address. You understand that the e-mail address that we have on file for you is the address where we will send your notification of any information about the Service we deem necessary to communicate to you. We are not responsible for any losses incurred as a result of you not receiving or otherwise not reading notification or confirmations we send to you.
7. **Eligible Checks.** You agree to capture the image and deposit only original checks as the term “check” is defined in the Expedited Funds Availability Act as implemented by Regulation CC (this means a check drawn on a bank located in the U.S. and payable in U.S. dollars). You agree that you will not use the Service to scan and deposit any checks shown below:
 - (a) Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
 - (b) Checks containing alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
 - (c) Checks payable jointly, unless deposited into an account in the name of all the payees.
 - (d) Checks that have been previously deposited with us or at another financial institution.
 - (e) Checks drawn or payable through any foreign bank or a financial institution located outside of the United States.
 - (f) Checks not payable in United States currency.

- (g) Checks dated more than six (6) months prior to the date of deposit.
- (h) Checks on which the numerical and written amount are different.
- (i) Checks that have been previously returned unpaid by the financial institution on which they are drawn.
- (j) Checks with any endorsement on the back other than that specified in this Agreement.
- (k) Checks that are payable to cash.
- (l) Checks that have previously been submitted through the Service or through a remote deposit service offered at any other financial institution, or otherwise previously converted to a substitute check, as defined by Reg. CC.
- (m) Any other type of item that we determine from time to time to refuse to accept through the Mobile Deposit service.

- 8. Availability of Funds.** Mobile Deposit Transactions confirmed as received before 7:00 PM Central Time on a business day will be credited to your account by the following business day. Mobile Deposit Transactions made after 7:00 PM or on a non-business day such as Saturday, Sunday or a Federal Holiday will be processed at the end of the next business day. For example, deposits made after 7:00 PM on Friday will be processed the following Monday evening and available Tuesday. All deposits are subject to review and funds from your deposit may not be available for immediate withdrawal. The deposit will be pending upon submission. Users must check their account history to confirm the deposit was posted.

The Bank may also delay in making funds available due to the following circumstances:

- (a) The Bank suspects the check you deposited may not be paid
- (b) You redeposit a check that has been returned unpaid
- (c) You have overdrawn your Account repeatedly in the past six months
- (d) There is an emergency, such as failure of computer or communications equipment
- (e) The Bank believes a check you deposited is a duplicate image
- (f) The Bank exercises its rights to investigate any unusual or suspicious items as determined by the Bank's sole discretion.

The Bank will notify you if there is any type of delay in your ability to withdraw funds for any of these or other reasons, and the Bank will attempt to tell you when the funds will be available.

- 9. Image Quality.** The image of a check transmitted to the Bank using the Service must consist of legible images of the front and back of the check. All items submitted for processing under this Agreement shall be subject to the Bank's verification and final inspection and may be rejected by the Bank in its sole discretion and without liability to you, or any other party in interest. The image that is transmitted must be of such quality that the following information can easily be read by sight review of the image:
- (a) The amount of the check
 - (b) The payee
 - (c) The drawer's signature
 - (d) The date of the check
 - (e) The check number
 - (f) Information identifying the drawer and the paying bank that is pre-printed on the check in the MICR line, including the routing transit number, account number, check amount when encoded and serial number.
 - (g) Other information placed on the check prior to the time that the image is captured (such as any required identification on the front of the check or any endorsements applied to the back of the check).
 - (h) You agree that all rules and standards established by any regulatory agency or clearinghouse used by the Bank for processing and clearing items or transactions on your account, or for providing the Service under this Agreement, control the terms within this Agreement.
- 10. Endorsements.** Endorsements must be made on the back of the check within 1 ½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include your signature and words "For Mobile Deposit Only". Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. If the check is payable to you or your joint owner, either of you can endorse it. If that check is made payable to you and your joint owner, both of you must endorse the check. You warrant that the check submitted for Mobile Deposit contains all endorsements applied by parties that previously handled the item, and that said endorsements are warranted by you under the Articles 3 and 4 of the Uniform Commercial Code.

- 11. Receipt of Check Images.** We reserve the right to reject any check image transmitted through the Service, at our discretion, without liability to you. We are not responsible for check images we do not receive or for images that are dropped or become corrupted or illegible during transmission. A check could be rejected by the bank's processing platform after being accepted by the mobile deposit system. Users must check their account history to confirm the deposit was posted.
- 12. Deposit Limits.** We may establish limits on the dollar amount and/or number of Check Images or Mobile Deposits from time to time. If you attempt to initiate a Mobile Deposit in excess of these limits, we may reject your Mobile Deposit. If we permit you to make a Mobile Deposit in excess of these limits, such Mobile Deposits will still be subject to the terms of this Agreement, and we will not be obligated to allow such a Mobile Deposit at other times. The Bank reserves the right to change the limits. Any such change shall be effective immediately and may be implemented prior to your receipt of notice thereof.
- 13. Returned Deposits.** Any credit which we deposit into your account immediately following a Mobile Deposit Transaction initiated by you will be a provisional credit. If a check that you deposit using the Service is returned or charged back on your account it will be deducted in full from your account along with any fees that are incurred due to the check's rejection as described in our fee schedule and Account Agreements. We are not responsible for any losses incurred as a result of deposits returned on your account.
- 14. Disposal of Transmitted Checks.** Upon proper clearing of funds and confirmation of your deposit from the Bank, you agree to prominently mark the check as "Deposited" and to properly store the check to ensure that it is not presented again for payment. You agree any check that has been transmitted through the Service will not be presented by you or any person again. You agree to retain all checks that you have deposited through the Service for at least seven (7) business days and, following the seven (7) day retention period, you agree to dispose of your check in a manner which will ensure the check will not be presented again. You will promptly provide any retained check, or a sufficient copy of the front and back of the check, to the Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check or check image, or for the Bank's audit purposes. If you fail to promptly provide the original check or a reasonable copy of the check in response to a request by us, you agree to request a new check for deposit from the check's originator. If you fail to provide any copy of a check, you agree that we are authorized to debit your account for the amount of the check in question if we deem this action necessary. You will be solely responsible for any losses incurred as a result of the failure to promptly provide a retained check or replacement check in response to our request.
- 15. Hardware and Software.** In order to use the Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by the Bank. You will also be required to download and install the Falcon National Bank application on your smart phone device from your wireless service provider. The Bank is not responsible for any third-party software you may need to use the Service. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third-party software provider at time of download and installation. You understand and agree that you are solely responsible for any Internet, cellular, data download or other charges that your Internet service provider or wireless service provider may impose for your access to the Internet or download of an application to use the Service.
- 16. Mobile Deposit Security.** You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone and with written confirmation if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we reserve the right to monitor your Mobile Deposit activity, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.
- 17. Termination.** We reserve the right to terminate this Agreement upon providing written notice to you 30 days prior to such termination. We may also, in our sole discretion, immediately terminate the Service if: (i) there is an occurrence of a material change in your account activity, such as frequent overdrafts, or other risk factors as determined by us in our sole and absolute discretion;(ii) we at any time determine that you do not meet our risk or other qualification requirements;(iii) we discover any willful misconduct (including but not limited to types of fraudulent activity) on your part or any other party with respect to checks submitted for deposit by you; (iv) you are in default of any terms of this Agreement where such default gives us the right to terminate, immediately or otherwise, or close your account; (v) you have not used the Service for a period of

time deemed to constitute an inactive service by us (in our sole discretion); or (vi) you are in default of any terms of the Agreement or any other agreement with us. In any of these events, you agree that our sole obligation shall be to provide notice of our termination of Service to you, and that such notification will be reasonable if it is mailed to your statement mailing address immediately upon termination.

18. Your Responsibility. You are solely responsible for the quality, completeness, accuracy, validity, and integrity of the image. You are solely responsible if you intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if the Service is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us. The Bank is not obligated to detect errors by you and, except as provided under the terms of this Agreement, shall not be liable to you or any other party in interest arising from providing the within described Services. In addition you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our technology partners, inclusive of, but not limited to, Fiserv and its subsidiaries, retain all rights, title, and interests in and to the Service, Software and Development made available to you.

19. Account holder's Indemnification Obligation. You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses in any way relating to, or arising out of, the Service, by reason of any acts or omissions of you or any third party or otherwise, except to the extent such liability, loss or damage is caused by the gross negligence or willful misconduct of the Bank, provided that reliance, without further investigation, on any oral, telephonic, electronic, written or other request, notice or instruction believed in good faith to have been given by you will in no event constitute gross negligence or willful misconduct on the part of the Bank. You shall indemnify and hold harmless the Bank from and against all claims brought by third parties and all fines, penalties or sanctions imposed on the Bank by any clearinghouse or governmental entity arising from, or in connection with, your use of the Service. You understand and agree that this paragraph shall survive the termination of this Agreement.

32. LIABILITY FOR TRANSACTIONS COVERED BY REGULATION E (CONSUMER ACCOUNTS). To the extent a transaction is an "electronic fund transfer" under Federal Reserve Board Regulation E, tell us AT ONCE if you believe your Password has been lost or stolen, or if you believe that a Mobile Banking transaction has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. Call us toll-free at 1-866-439-4363 during our normal business hours (Monday through Friday, excluding holidays, from 8:00 a.m. until 5:00 p.m. CT) or write us at 183 Cedar Drive, Foley, MN 56329.

33. YOU COULD LOSE ALL THE MONEY IN YOUR ACCOUNT (plus your maximum overdraft line of credit). If you tell us within two (2) Business Days after you learn of the loss, theft, or unauthorized transaction, you can lose no more than \$50.00 if someone used your Access Code or made a transaction without your authorization.

If you do NOT tell us within two (2) Business Days after you learn of the loss, theft, or unauthorized transaction, and we can prove we could have stopped someone from using your Access Code or the Service without your authorization if you had told us, you could lose as much as \$500.00. You could also lose up to an additional \$50.00 if the Funding Account has an overdraft protection line of credit feature. Also, if your statement shows a transaction that you did not make or authorize, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed, electronically transmitted, or otherwise made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

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

34. BANK'S FAILURE TO COMPLETE TRANSACTIONS (CONSUMER ACCOUNTS). To the extent that a Mobile Banking Service transaction is an "electronic fund transfer" under Federal Reserve Board Regulation E that relates to an Account established primarily for personal, family, or household purposes, if we do not properly complete a transfer to or from your Account on time or in the correct amount according to the terms of this Agreement, we will be liable for your losses or damages. However, we will not be liable (and any payment guarantee provided elsewhere in this Agreement will not be applicable) if any of the following occurs:

- (a) Through no fault of ours, you do not have sufficient collected funds in the Account to complete the transaction;
- (b) The transaction would exceed the credit limit on any overdraft line of credit linked to the Account;

- (c) Your Mobile Device, Internet service provider, Cellular service provider, telephone line, modem, router, or other equipment is not operating properly;
- (d) The Service is not working properly and you were aware of the malfunction when you initiated the transaction;
- (e) You do not properly follow the instructional materials provided in connection with Mobile Banking;
- (f) You do not authorize a Payment within a sufficient period of time for your Payment to be received by the payee by the due date;
- (g) You have not provided us with the correct Payee name, address, account information, Payment amount, or other instructions necessary to complete the Payment, or the foregoing instructions that may be stored on your Mobile Device or the host system have been lost;
- (h) A Payee mishandles or delays the handling of Payments sent by us;
- (i) Your funds are held or frozen, or a court order or other legal process prevents us from making a transaction;
- (j) Your Access Code has been reported lost or stolen;
- (k) We have reason to believe that a transaction has not been properly authorized or authenticated, or is fraudulent, erroneous, or illegal;
- (l) You have exceeded the limitations on frequency of transactions or dollar amount of transactions applicable to the Service or the Account;
- (m) Your Mobile Device service has been disconnected or there are deficiencies in the quality of your mobile data transmissions;
- (n) Circumstances beyond our control (such as telecommunication or electrical outages and malfunctions, postal strikes or delays, computer system failures, or natural disasters) prevent the transaction;
- (o) Making a transfer would cause us to violate any law, rule, or regulation to which we are subject;
- (p) Any failure on our part was not intentional and resulted from a bona fide error notwithstanding procedures to avoid such error, except for actual damages (which do not include indirect, incidental, special, or consequential damages); or
- (q) For delays due to OFAC (Office of Foreign Assets Control) or other screening processes deemed necessary by the Bank or governed by law.

There may be other exceptions to liability stated in this Agreement, or in other agreements we have with you, or otherwise provided by applicable law.

35. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, UNLESS OTHERWISE PROHIBITED BY LAW, OUR SOLE RESPONSIBILITY FOR AN ERROR BY US OR OUR THIRD PARTY PROVIDER IN TRANSFERRING FUNDS OR PAYING A BILL, OR OTHERWISE ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE TO CORRECT THE ERROR, BUT IN NO CASE WILL THE BANK BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR IN ANY WAY RELATED TO INTERNET BANKING.

If you are dissatisfied with Internet Banking, your sole and exclusive remedy shall be for you to discontinue use of Internet Banking and/or terminate this agreement in accordance with Section 3.

You agree to indemnify and hold us harmless from any and all claims, demands, actions, suits, damages, judgments, liabilities, cost and expenses, and attorneys' fees arising out of or resulting from your use of Internet Banking or your breach of any of your obligations under this Agreement. Your obligation to indemnify us shall survive termination of this Agreement.

36. ERROR RESOLUTION (CONSUMER ACCOUNTS). In case of errors or questions about your electronic transfers, telephone us, write us at or E-mail us at the number or location provided in Section 20 as soon as you can if you think that your statement is wrong or you need more information about a transaction listed on your statement or appearing on the account activity screen of your PC and/or Mobile Device. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared or you received notification of the problem or error on your PC and/or Mobile Device. You must:

- (a) Tell us your name and the Account number.
- (b) Describe the error or the transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- (c) Tell us the dollar amount of the suspected error.
- (d) If the suspected error relates to a bill payment made via the Mobile Banking Bill Payment Service, tell us the account number used to pay the bill, payee name, the date the payment was sent, payment amount, confirmation number, and the payee account number for the payment in question. (This information appears on a screen in the Online Banking Service.)

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 (twenty (20) Business Days for transactions that have occurred within 30 days after the first deposit to the account) after we hear from you and will correct any error promptly. If we require more time, however, we may take up to forty-five (45) days (ninety (90) days for point-of-sale transactions, transactions initiated outside the United States, or transactions that have occurred within 30 days after the first deposit to the account) to investigate your complaint or question. If this additional time is necessary, and your written notification has been received by us, we will provisionally credit your account within ten (10) Business Days (twenty (20) Business Days for transactions that have occurred within 30 days after the first deposit to the 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 ten (10) Business Days (twenty (20) Business Days for transactions that have occurred within 30 days after the first deposit to the account), we will not credit your account and we will still have up to forty-five (45) days (ninety (90) days for point-of-sale transactions, transactions initiated outside the United States, or transactions that have occurred within 30 days after the first deposit to the account) for our investigation. 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.

37. GOVERNING LAW. These terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to its conflict of law provisions and without regard to your state of residence.

38. ENFORCEMENT. In the event a dispute arises either directly or indirectly, under this Agreement, the venue for any and all litigation resulting therefrom shall be in a court of appropriate jurisdiction in Minnesota. The prevailing party in any such action shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees (which may be or include the allocable cost of in-house counsel) and costs, including fees for any litigation, arbitration, mediation, appeal, or bankruptcy proceedings, and any post-judgment collection actions, if applicable.

39. MISCELLANEOUS PROVISIONS.

- (a) **HEADINGS.** The headings and captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain, or modify this Agreement or its interpretation, construction, or meaning.
- (b) **SEVERABILITY.** The holding of any provision of this Agreement as invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Agreement, which shall remain in full force and effect.
- (c) **WAIVER.** No waiver by the Bank (whether or not in writing) of any term, condition, or obligation of you shall bind the Bank to waive the same term, condition, or obligation again, nor shall any other provision, condition, term, or obligation hereof be affected by such a waiver.
- (d) **BINDING EFFECT.** This Agreement shall inure to the benefit of and be binding upon the successors, heirs, trustees, and permitted assigns of the parties hereto.
- (e) **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof. All contemporaneous agreements or understandings concerning the subject matter hereof, whether oral or written, are merged into this Agreement.
- (f) **TRANSFERS AND ASSIGNMENTS.** You cannot transfer or assign any rights or obligations under this Agreement without Bank's written consent. 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.