Standard terms of use

Digital Banking Terms & Conditions

1. SERVICE

The Online Banking service ("Service") and Mobile Banking Service (collectively, “Digital Banking Service” or “Service”) are designed to allow customers ("You", "Your") to perform banking functions on designated eligible accounts ("Account" or "Accounts") with First National Bank of Milaca ("Bank", "we", "our" and/or our Digital Service Providers). Mobile Banking provides access to most Online Banking features plus additional services through approved mobile devices and applications. This Agreement supplements your existing Account Agreements and Disclosures and incorporates both Online and Mobile Banking terms.

2. FEES/CHARGES

The Bank does not currently charge a fee for basic Digital Banking Services or Mobile Deposit Services. These Service fees can be changed at any time per the Bank’s discretion. We will notify you at least 30 days before we increase the Service Fee. If increased, this Service Fee will be charged per Access ID, and all Service Fees will be debited from your Billing Account. Continued use of the service after we provide notice of the change in the fee amount indicates your acceptance to pay the new Service Fee amount.

Certain services accessible through the Digital Banking Service may be provided by third-party service providers. If you elect to enroll in or utilize any such third-party services, you acknowledge and agree that such providers may impose their own fees, charges, or other costs. These fees are determined, assessed, and collected solely by the third-party provider and are not imposed, controlled, or retained by the Bank. The Bank assumes no responsibility for the fees, terms, or performance of any third-party services, which are governed by the applicable agreements between you and the third-party provider.

3. DEFINITIONS

- Access ID - means an access identification code used to access the Service.
- ACH Origination - refers to the creation of debit and credit entries to facilitate the transfer or placement of funds in another institution through the Automated Clearing House (ACH) network, which is a batch processing payment system that U.S. financial institutions use to exchange and settle credit and debit transactions on behalf of their clients or themselves. The ACH network is a funds transfer system governed by the National Automated Clearing House Association (NACHA).
- Agreement - means these terms and conditions of the Service.
- Authorized User - is any individual, agent, or authorized signer whom you allow to use the Service, your Passcode, or other means to access your Eligible Account(s).
- Billing Account - is the account from which all Service fees will be automatically debited.
- Business Customer - Refers to anyone other than a Consumer who owns an Eligible Account with respect to which the Service is requested primarily for business or commercial purposes.
- Business Day – is every day except Federal Holidays, Saturdays, and Sundays.
- Business Day Cutoff - Refers to the cut-off time used to determine when a transaction is considered received for processing purposes. Cutoff times for Digital Banking services are based on our Business Days and the Central Time Zone (CT). Transactions submitted by the applicable cutoff time will be processed on the same Business Day. Transactions submitted after the applicable cutoff time, or on a non-Business Day, will be processed on the following Business Day. Specific cutoff times are as follows:
    - In-Branch Transactions**:** 5:00 p.m.
    - Internal Transfers: Transfers between eligible internal accounts are processed immediately; however, transactions submitted after 6:00 p.m. may be considered received on the next Business Day for processing and recordkeeping purposes.

- External Transfers through Digital Banking: 6:00 p.m.
- Loan Payments from an Internal Account: Payments are applied immediately to account balances. Transactions initiated after 6:00 p.m. may be considered received on the next Business Day for processing and recordkeeping purposes.
- Loan Payments from an External Account: 6:00 p.m.
- Mobile Check Deposits**:** 4:00 p.m.

- Consumer - Refers to a natural person who owns an eligible Account at this Bank and who uses the Service primarily for personal, family, or household purposes.
- Electronically Created Items (ECI) - Images created electronically and not from a paper check (i.e., emailed checks).
- Electronic Funds Transfer (EFT) - Refers to any transfer of funds initiated through the Service. If we grant transfer privileges through the Service and you are a non-Business Customer, then you have certain rights and responsibilities under the EFT Act (Reg E) which are further detailed within this Agreement.
- Eligible Accounts - Refers to any one of your account(s) to which we may allow access through the Service under this Agreement. You may request Internet access to any account that you are a signer or owner. If you or your Authorized Users desire features of the Service that allow you to initiate transfers, ACH transactions, or otherwise remove funds from an account, you must have the required withdrawal authority over the relevant Eligible Account. When using the Service, you agree to maintain one or more Eligible Accounts with us and to keep sufficient balances in any account to cover any transaction and fees that are ultimately approved by or related to the Service.
- Joint Accounts - If the accounts added to the Service are jointly held or have multiple signers, you agree that access to the information and all transactions initiated by the use of your Access ID and Passcode are authorized unless we have been notified to cancel the Service. If joint account holders use individual Access IDs, the Service may be identified as two separate Services. Transaction history is maintained for each Access ID.
- Passcode - means any code, password, or personal identification number that is known solely by you and not by this Bank or our Service Providers and that you use to access the Service.
- Payment Account - is your Eligible account from which transfers will be debited.
- Service - means the Services offered by First National Bank of Milaca and its Service Providers.
- Service Provider - includes any agent, licensor, independent contractor, or subcontractor that this Bank may involve in the provision of the Service. As used in this Agreement, “we”, “us” and “our” refer to this Bank and/or its Service Providers, as the case may be.
- You and Your - As used within this Agreement, “you” and “your” refer to the person enrolling in the Service; owner of the Eligible accounts.
- We, Us, or Our - As used within this Agreement, refer to First National Bank of Milaca and any agent, independent contractor, Service Provider, sub-contractor, licensor, designee, or assignee that First National Bank of Milaca may involve in the provision of the Service.

4. PREREQUISITES FOR ENROLLING IN THE DIGITAL BANKING SERVICE

To enroll in the Digital Banking Service, the following conditions must be met:

- You must have an Eligible Account with the Bank
- Your Account with us must be in good standing.
- You must be 18 years of age or older, or you must be 13 to 17 years of age and have a parent or guardian as joint owner on all eligible accounts.

5. HARDWARE AND SOFTWARE

To use the Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by Bank. Visit our Digital section of our website, www.fnbmilaca.com, for an up-to-date list of compatibility hardware and software

specifications requirements. 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 directly with the third-party software provider at the time of download and installation. Below is a basic list of requirements:

- You will need internet access through an Internet service provider (ISP) or data through a carrier plan.
- You will need an external email address for delivery of electronic notices and disclosures.
- You will need a computer and Internet browser that will support 128-bit encryption.
    - Some features of the Service may not be supported with older browsers.
    - We recommend the use of the most current, fully patched, versions of Internet browsers for accessing the Digital Banking Service.
- You will need access to a printer and/or other storage medium such as a hard drive for downloading information or printing disclosures.
- You MUST maintain fully updated anti-virus protection on your computer at all times.

Prior to enrolling in this Service and accepting the electronic version of this Agreement, you should verify that you have the required hardware and software necessary to accept the Service. If we revise hardware and software requirements, and if there is a material change that impacts your ability to access our Digital Banking Service, we will give you advance notice of these changes and provide you an opportunity to cancel the Service and/or change your method of receiving electronic disclosures (e.g. change to paper format vs and electronic format) without the imposition of any fees.

Visit us at www.fnbmilaca.com for the most up to date list of compatibility hardware and software specification requirements.

6. ELECTRONIC DISCLOSURES.

We may deliver amendments to this Agreement and other disclosures to you in an electronic format. Other disclosures may include:

- Monthly account statements
- Deposit account disclosures
- Notices regarding change in account terms and fees or charges
- Privacy notices

With your acceptance of our Electronic Disclosure Consent, you have agreed to accept this Agreement and other Digital Banking related disclosures in an electronic format. You also agree and represent that you have the necessary equipment for accessing the Digital Banking Service and for viewing electronic disclosures. If you later change your mind, you may withdraw your consent and switch to paper delivery format. You can notify us of your intent to cancel electronic disclosures by contacting our Digital Banking Department at (320) 983-1330, sending us a secure email through the Digital Banking Service, or writing us at First National Bank of Milaca, ATTN: Digital Banking Department P.O. Box 38, Milaca MN 56353

7. ELECTRONIC STATEMENTS (e-statements)

As part of the enrollment application process, we may ask if you want to receive electronic only versions of your account statements (e-statements). If you enroll for e-statements and then later decide that you want to receive paper statements, you can “opt-out” of electronic delivery on the “Statements” page within the Service. After you opt-out request is processed, you will begin receiving paper copies of account statements. ADDITIONAL CHARGES MAY APPLY, see our current Common Fee Schedule on our website, or call us at (320) 983-3101.

You may request paper copies of historical statements by writing to us at First National Bank of Milaca, ATTN: Digital Banking Department P.O. Box 38, Milaca MN 56353. See our current Common Fee Schedule for statement copy fees.

8. AVAILABLE FUNDS

You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to cover all transactions required by any Authorized User and to cover any applicable fee(s) related to the Digital Banking Service. We reserve the right, without liability, to reject or reverse a transaction if you fail to comply with this requirement or any other terms of this Agreement. If you do not have sufficient funds in the Account and we have not exercised our right to reverse or reject a transaction, you agree to pay for such transaction and any other overdraft/return item charge on demand.

9. ENROLLMENT PROCESS

You must enroll in Digital Banking either in person at any of our branch locations, or over the phone. All Digital Service enrollments require that we have a valid email address for you on file. FNBM will verify your identity and assign a temporary Username ID and Passcode for you to gain access. As an added precaution, we will notify you of your Digital Banking enrollments via U.S. mail at the address on file with us.

10.BASIC SERVICES

The basic features currently available through the Service include:

- Up to 18 months of transactional detail and history
- Account Inquiries for balances, rates, etc.
- Up to 18 months of Account Statements
- Transfers between your accounts at this Bank
- Secure e-mails/file transfer via the Service's messaging system
- View loan balances
- Payments to loans at this Bank
- Transaction downloads

11. ADDITIONAL SERVICES

STOP PAYMENT FEATURE. The stop payment feature within the Service is only for stopping payments on checks that you have written or for stopping preauthorized electronic drafts that are deducted from your account. This feature is accessible in the Account from where a Stop Payment is intended to be made and provides a means to securely forward your stop payment requests to us for processing.

Stop payment requests received through the Service will generally be processed within one (1) to two (2) Business Days. Therefore, if your request is urgent, we recommend that you contact us via telephone or in person. The stop payment feature within the Service should NOT be used to cancel electronic transfers.

There is typically a stop payment fee associated with this feature. Please refer to our current Common Fee Schedule for additional information or contact us at (302) 983-3101. Additional terms of acceptance or disclosures may apply on the stop payment service, and these disclosures will be made at the time you complete the request. Additional information on stop payments is available within the Service.

ADDRESS CHANGE, ORDER DOCUMENTS, SECURE E-MAIL & SECURE DELIVERY SERVICES. Additional features within the Service include secure emails for address changes, check reorders, document requests, and secure file delivery. The submission of requests, such as those for address changes, document requests, or check reorders, will generate a secure email to the Bank. Generally, requests received through the Service's secure e-mail feature will be processed within one (1) to two (2) business days. For urgent requests, we recommend that you contact us at (320) 983-3101.

CHECK ORDERS. We also offer a direct link for check re-orders. This link will securely submit your reorder request to the check printing vendor. There may be additional fees associated with this service. Fees/Charges made available at the time of your request.

ADD OR REMOVE LINKED ACCOUNTS. In the "All Services & Settings" menu, you can request the addition/ removal of Linked Accounts.

SECURE FILE TRANSFER. The secure file transfer feature within the Service provides a means for you to forward files to the Bank in a secure manner.

EXTERNAL TRANSFERS. Transfers between your accounts at other Financial Institutions. A supplemental Agreement will be provided at the time you sign up for this service.

MY$NAPSHOT. A Personal Financial Management tool that aggregates information from all of your eligible accounts. It offers a way to monitor and adjust spending habits. See Addendum for details.

MY FINANCIAL HEALTH. My Financial Health is a financial wellness service that aggregates and analyzes information you provide or authorize to be accessed in order to deliver credit monitoring, financial insights, and identity protection features. The Service is intended for informational and educational purposes only. See Addendum II for additional terms and conditions.

BILL PAY. A service that allows you to pay virtually anyone, schedule one-time or recurring payments, and manage your bills from a single location. The Service is intended to help you organize and automate bill payments using funds from your eligible accounts. See **Addendum III** for additional terms and conditions.

MOBILE DEPOSIT. A convenient service that allows you to deposit eligible checks by capturing and transmitting images of the checks through the Bank's mobile application. The Service is intended to provide a secure and efficient method for depositing checks from virtually anywhere. See **Addendum IV** for additional terms and conditions.

THIRD-PARTY SERVICES. We may provide Digital Banking Services to you from time to time as described in this Agreement. You understand and agree that we may, and you authorize us to, provide Digital Banking Services through one or more third-party vendors. Please refer to the online help and instructions on how to use our Digital Banking Services. Please note that during your use of this Service, we may provide you with additional requirements and limitations regarding the use of Digital Banking Services through the system by which we may provide this Service. You agree to be bound by any and all such additional requirements and limitations. You also agree to be bound by any and all of our published policies and procedures, whether published on the Website, through the Digital Banking Services, or otherwise. This agreement supplements all such policies and procedures.

14. LINKED ACCOUNTS

When you are first enrolled, you may indicate what eligible accounts you would like to have linked to the Service. Upon request, Business Customers may link personal Consumer accounts to the Service.

If the Eligible Accounts added to the Service are jointly held or have multiple signers, you agree that access to the information and all transactions initiated by the use of your Access ID and Passcode are authorized unless we have been notified to cancel the Service. Joint account holders should use individual Access IDs. The Service will identify the users separately. In some cases, if your account(s) require two signatures for withdrawal, we may only grant view only privileges to your Eligible Accounts through the Service.

12. AUTHORIZATION & USE.

You, or someone you have authorized by giving them access to your login information, password, or other Security Devices and Procedures (even if that person exceeds your authority), can instruct us to perform the following transactions:

a. transfer funds between Connected Accounts;
b. obtain information that we make available about Connected Accounts; and
c. obtain other services or perform other transactions that we allow, as discussed in this Agreement and your Digital Banking Agreement.

You hereby authorize us to process and execute any and all requests, payment orders, or other transactions initiated by you through Digital Banking Services.

13. ADDRESS, E-MAIL, OR PAYMENT ACCOUNT CHANGES

When you enroll in the Service, we may send you a "Welcome" e-mail or letter and/or secure messages through the Service regarding important Digital Banking matters and/or changes to this Agreement. You must provide us with your current email address and mailing address in order for us to deliver this information to you. It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, physical and mailing address, phone numbers, and e-mail addresses. Changes can be made in either within the Service in the User Services menu or in person at any one of our branch officers.

14. SIGNATURE REQUIREMENT

When any online transfer or other payment instruction is initiated through the Digital Banking Service for your benefit, you agree that we may debit Eligible Accounts without requiring your signature on the item and without any notice to you. Requirement of dual signatures on checks, if applicable, does NOT apply to transfers initiated through the Digital Banking Service. Authorized Users of Business Customers that may be assigned transactional capabilities through the Service should be authorized by the Business Customer to make or approve electronic transfers, even though that person's authority to make transfers by other means may still require dual signatures.

15. ACCOUNT BALANCES

Balances shown in your accounts may include deposits subject to verification by us. The balance reflected in the Service may differ from your records due to deposits in progress, checks outstanding, or other withdrawals, or charges. A transfer request may not result in immediate availability because of time requirements to process the request. A transfer request must be made before the Business Day Cut off time to be effective the same Business Day.

The balances within the Service are updated periodically, and the Service will display the most current "as of" date on the "Accounts" summary page. There may be situations that cause a delay in an update of your balances.

16. CANCELLING OR CHANGING TRANSFERS

You cannot cancel a transfer after it has been entered into the system AND the information has been processed and/or transmitted to us through the Service; however, you can edit or change a transfer that is still pending. In order to cancel or change a pending transfer, use the following procedures:

- Log in and make edits to the appropriate transaction.
- You may edit a pre-scheduled (future dated/automatic) transfer any time before 6 p.m. CST on the Business processing day before the scheduled transfer date.
- For transfers, you can change the transfer amount to $0.00, or
- If you accidentally transfer funds, you can schedule another transfer to move funds to back to the original account.

17. TRANSACTION LIMITATIONS

You may use the Service to check the balance of your Eligible Account(s) and to transfer funds among your Eligible Accounts at this Bank. You must have sufficient funds in your account to cover the amount of any online transfer on the scheduled payment date set for the transaction, or the transaction may not be processed. Some account types may limit the number of transactions that can be performed for a given period (e.g., money market accounts and certain savings accounts). Please refer to your original account agreement and or inquire to learn of any limitations. Fees may apply. Federal regulation places no limitations on the number of transfers from your checking account.

18. ERRORS AND QUESTIONS

In Case of Errors or Questions About Transactions Involving Consumer Accounts. Your liability regarding unauthorized transfers and errors involving Consumer Accounts may be limited by the Electronic Funds Transfer Act and related federal regulations, as further set forth in your Electronic Funds Transfer Initial Disclosure. Visit us at www.fnbmilaca.com to view the disclosure.

In Case of Errors or Questions About Transactions Involving Business Accounts. Call us at (320) 983-3101 or write us at First National Bank of Milaca, ATTN: Error Resolution Department, P.O. Box 38, Milaca, MN 56353 as soon as you can, if you think your periodic statement is wrong or if you need more information about a transfer covered by this Agreement, which is listed on the statement.

19. DORMANCY

Digital Banking Service access becomes dormant after 365 days of non-access. Electronic statement delivery (if chosen) will be automatically converted to mailed paper statements. A mailed paper statement fee may apply. The account may be reactivated within a 91-day period following dormancy date by contacting the Bank's Digital department at the phone number provided: 320-983-1330.

If the account is not reactivated within 91 days, the digital banking account will be closed and purged. You may not have direct access to historical data.

Digital Banking Service accounts that have access to only closed accounts are purged from the system 91-days after the most recent account close date.

20. YOUR RESPONSIBILITY

You are solely responsible for maintaining your devices, software, and credentials. The Bank is not responsible for losses due to viruses, malware, or unauthorized access resulting from your failure to secure your systems.

If you want to terminate another person's authority, you must notify the Bank and arrange to change your Passcode and any other access credentials that may apply. You will be responsible for any Payment request you make that contains an error or is a duplicate of another Payment. The Bank is not responsible for a Payment that is not made if you did not properly follow the instructions for making a Payment. The Bank is not liable for any failure to make a Payment if you fail to promptly notify the Bank after you learn that you have not received credit from a Payee for a Payment. The Bank is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the Bank's agent. In any event, the Bank will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if the Bank has knowledge of the possibility of them. The Bank is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the Bank's reasonable control.

IF YOU OR YOUR AUTHORIZED USERS DISCLOSE YOUR PASSCODE TO ANYONE, AND/OR IF YOU ALLOW SOMEONE TO USE YOUR PASSCODE TO ACCESS YOUR ACCOUNTS, YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OF THE SERVICE BY THEM (E.G., SUCH AS WHEN YOU PROVIDE THIS INFORMATION TO A JOINT ACCOUNT HOLDER, AN EMPLOYEE, AN AGGREGATION SERVICE PROVIDER, OR WHEN YOUR COMPUTER IS COMPROMISED BY A KEY STROKE LOGGING VIRUS OR ANY OTHER TYPE OF MALWARE).

You agree that we may send notices and other communications, including Passcode change confirmations, to the current mailing address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual.

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATIONS, AND OPERATION OF YOUR COMPUTER INCLUDING BUT NOT LIMITED TO THE USE OF FREQUENTLY UPDATED ANTI-VIRUS PROTECTION.

NEITHER THIS BANK NOR ITS SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY DELAYS, ERRORS, DELETIONS, FAILURES, OR DISCLOSURE OF PERSONAL OR BUSINESS ACCOUNT INFORMATION THAT MAY OCCUR AS A RESULT OF ANY VIRUS, TROJAN,

SHARED PASSCODE, OR MALFUNCTION BECAUSE OF YOUR COMPUTER OR SOFTWARE OR YOUR FAILURE TO ADEQUATELY MAINTAIN AND SECURE YOUR COMPUTER AND SOFTWARE.

• All Authorized Users should sign off after every session. While sessions will automatically end after a period of inactivity, logging off can help protect you in case you accidentally leave your digital device unattended.

• Refrain from using public digital devices (e.g., computers in a library, Internet café, or hotel business center) to access your Digital Banking Services. The security of public or shared digital devices cannot be assured.

• Always keep your digital device's operating system and browser fully patched for critical security issues. We recommend using the most current, fully patched, versions of Internet browsers for accessing the Service.

• Always keep your anti-virus and anti-spyware software current and routinely scan your digital devices, servers, and electronic media using reliable virus detection and anti-spyware products. Undetected or un-repaired viruses or malicious software (malware) may affect the performance of your digital device, and/or corrupt or destroy your programs, files, and even your hardware. Furthermore, undetected, or unrepaired viruses or malware may affect the security of Digital Banking Service accounts and the privacy of personal information stored on your digital device. If your digital device is compromised by some form of malware, virus, or Trojan, you could unintentionally transmit sensitive account information or personal data to another third party or transmit a virus to other digital devices.

• Always use a firewall product (hardware and/or software), especially if you have a broadband Internet connection such as DSL or cable modem.

• If you use a wireless Internet connection to access your Digital Banking Services, ensure that the wireless network is encrypted.

Occasionally we may post important security notices on our website and/or send Digital Banking Service users' security-related notices or reminders; it is your responsibility to read all security notices. In addition, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, or 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. Our technology partners and we retain all rights, title, and interests in and to the Service, Software and Development made available to you.

You agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, or 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 retain all rights, title, and interests in and to the Service, Software and Development made available to you.

21. INTERNET SECURITY

The Service utilizes a comprehensive security strategy to protect your accounts and transactions conducted over the Internet.

Access IDs and Passcodes - One of the main security features protecting the Service is the unique combination of your Access ID and Passcode. If you need to reset your Passcode, you may use our online-automated "Forgot Password?" feature or you may contact the Bank for assistance. Because your Passcode is used to access your accounts, you should treat it as you would any other sensitive personal data. Your Passcode must be between 6-25 characters, contain at least one letter, at least one number, and a special character (e.g., ! or @)

- You should carefully select a Passcode that is difficult to guess.
- You should not use words based on your name, address, or other personal information.
- Special characters must be used to increase security.
- Do NOT use dictionary words.
- Keep your Passcode safe.
- Memorize your Passcode and do NOT write it down.

- You should also change your Passcode occasionally, such as every 90 days.
- Passcodes should not be shared with anyone, even Authorized Users.

Upon first entering the Service, the system will force you to change your Passcode immediately. Thereafter, you change your Passcode by visiting Settings and then Security after you are logged into the Service.

NEITHER THE BANK NOR ITS SERVICE PROVIDERS WILL CONTACT YOU BY TELEPHONE, EMAIL OR TEXT MESSAGING REQUESTING PERSONAL INFORMATION, SUCH AS YOUR ACCESS ID, PASSCODE, CREDIT CARD NUMBER, ATM CARD NUMBER OR ATM PIN. IF YOU ARE CONTACTED BY ANYONE REQUESTING THIS TYPE OF INFORMATION, DO NOT PROVIDE ANY INFORMATION AND CONTACT OUR DIGITAL BANKING DEPARTMENT IMMEDIATELY.

Encryption - Encryption is the process of scrambling data content through hardware or software in order to protect the confidentiality of a file's contents. The Service uses Secure Socket Layer (SSL) encryption technology for everything you do while using Digital Banking. Your browser automatically activates this technology when it attempts to connect to our Service. The Service requires a browser that supports 128-bit encryption, and we will warn you if your browser does not meet this requirement.

Whenever SSL is securing your communications, the browser will typically indicate this secure session by changing the appearance of a small icon of a padlock at the top of the screen from "open" to "locked." What this means to you is that your communications are scrambled from your browser to our servers at all times, so no unauthorized party can read the information as it is carried over the Internet.

Certificate Authentication - The servers hosting the Service have been certified by a certificate authority to assure you that you are talking to the Service instead of someone pretending to be us. By clicking on the lock within the Service, you can view the certificate to ensure it is valid.

Cookies - During your use of the Service, our Service Provider will pass an encrypted session cookie to your computer that enables us to process multiple transactions during the session without having to provide an Access ID and Passcode for each individual transaction. You must accept this cookie to use the Service. The session cookie is stored on your computer's hard drive, identifying your computer while you are logged on. The session cookie does not contain any personal information. When you log off, close your browser, or turn off your machine, the session cookie will be destroyed. A new cookie is used for each session; thus, no one can use the prior cookie to access your account. Our Service Provider also uses persistent or "permanent" cookies to identify the Bank and your computer as part of our enhanced security. The permanent cookies will remain on your computer's hard drive until you clear cookies with your browser. If you do not accept these cookies, you may not be able to use all the features of the Service.

Multi-Layered Authentication - We use multi-layered authentication (or enhanced security) to help prevent unauthorized access to your accounts. As part of our enhanced security solution, the Service will ask you to select challenge questions that may be used to help verify your identity in the event unusual login or transaction activity is detected. We may also send you a One Time PIN (OTP) that can be used to help authenticate your login or transaction requests.

22. CONTACTING US BY EMAIL

Sending e-mail is a very good way to communicate with us regarding your linked Accounts or Digital Banking Services. However, unless you use the "Messages" feature available through Digital Banking Services AFTER YOU HAVE SECURELY LOGGED INTO THE DIGITAL BANKING SERVICE, your email is sent via your own software and, as a result, may not be secure. Because of this, you should not include confidential information such as account numbers and balances in any unsecured e-mail to us. You cannot use e-mail to initiate Digital Banking Services transactions. All such transactions must be initiated using the appropriate functions within the Digital Banking Services. We will not be liable for any errors, omissions, claims, or problems of any kind involving your e-mail.

23. LIMITATION OF SERVICE

When using the Service, you may experience technical or other difficulties. The Bank is not liable for or responsible for any technical 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 immediately and at any time without prior notice to you. If the Bank determines that there has been an adverse change in your financial condition, the Bank, in its sole discretion, may change or discontinue the Service in whole or in part, effective immediately.

24. OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS

We will use commercially reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transactions initiated by you because of the existence of any one or more of the following circumstances:

- If, through no fault of ours, your Eligible Account(s) does not contain sufficient funds to complete the transaction, or the transaction would exceed the credit limit of your overdraft account (if applicable);
- A payee, transferee, or its financial institution mishandles, or delays handling funds properly sent by us for any reason;
- The Service is not working properly, and you know or have been advised by the Bank and/or its Service Providers about the malfunction before you execute the transaction;
- Your computer, software, communication line, PC, modem, or ISP was not working properly, and you knew or should have known about the malfunction when you started the transaction;
- You have not provided the Service with the correct information, or the correct name, address, phone number, transfer or payment amount, or account information;
- Your Eligible Account(s) is closed or restricted by us;
- The transaction request involves funds subject to hold, dispute, restriction, or is subject to a legal process we believe restricts, delays, or prevents their withdrawal;
- We have reason to believe that a transaction request may not be authorized by you or any third party whose authorization we believe is necessary; and/or Circumstances beyond control of the Service, our Service Providers, and the Bank (such as, but not limited to, earthquakes, fire, flood, acts of God, computer failures, electrical outages, government restraint, Internet or ISP disruptions, or other interference from a third party or an outside force, or a delay in the transmittal of a payment by mail or otherwise) prevented the proper completion of the transaction despite reasonable precautions taken by us to avoid those circumstances.

25. DOCUMENTATION OF TRANSFERS

Information regarding Digital Banking transactions will be reflected on the account detail in the Service and on your periodic account statements(s).

26. TERMINATION

The Bank has the right to terminate this Agreement at any time. You may terminate this Agreement by written notice to First National Bank of Milaca, ATTN: Digital Banking Department P.O. Box 38, Milaca MN 56353. The Bank is not responsible for any fixed Payment made before we have a reasonable opportunity to act on your termination notice. You remain obligated for any Payments made by the Bank on your behalf.

Access to our Service may be canceled in whole or part without prior notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. If your account(s) is closed or restricted for any reason, or if there has not been any Digital Banking activity for a period of 6 consecutive months, accessibility may be terminated. After termination or suspension of the Service, we may consider reinstatement once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to request reinstatement of the Service, you must call our Digital Banking Department.

27. OWNERSHIP AND LICENSE

You agree that the Bank retains all ownership and proprietary rights in the Service, associated content, technology, website(s), and app(s). Your use of the Service is subject to and conditioned upon your complete compliance with this Agreement. Without

limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Service. Without limiting the restriction of the foregoing, you may not use the Service (i) in any anti-competitive manner, (ii) for any purpose, which would be contrary to Bank's business interest, or (iii) to Bank's actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute, or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service.

28. ASSIGNMENT

You may not assign this Agreement to any other party. We may assign this Agreement at our sole discretion. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

29. DISCLAIMER OF WARRANTIES

YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR SOLE RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. YOU AGREE AND ACKNOWLEDGE THAT NO EXPRESS WARRANTIES HAVE BEEN GIVEN.

30. LIMITATION OF LIABILITY

YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

31. GOVERNING LAW AND ATTORNEY FEES

The laws of the State of Minnesota shall govern all issues under this Service Agreement, and all actions, claims and defenses shall be brought in the Minnesota Seventh Judicial District, Mille Lacs County. In the event of any dispute, the prevailing party shall be entitled to recover its reasonable attorney fees, court costs, collection expenses, and litigation costs.

32. ACCEPTANCE OF THESE TERMS

After you have carefully read this Agreement in its entirety, you will be asked to accept the terms and conditions of this Agreement by clicking on the "I AGREE" button below. By accepting this Agreement, you agree to all of the terms and conditions outlined within it. You are not permitted to alter or amend this Agreement or any related document without our express written consent. Any attempt to do so will be void and unenforceable to this Agreement. This Agreement is subject to change. Updates to this Agreement will be sent electronically if you have agreed to our Electronic Disclosure Consent Agreement, otherwise they will be mailed to you at the last known address in our files. We will provide you with advance notice if any changes to this Agreement are required by the Bank or applicable law. If you have any questions about this Agreement, or if you want a paper copy, please contact our Digital Banking Department at (320) 983-1330 or write us at First National Bank of Milaca, ATTN: Digital Banking Department P.O. Box 38, Milaca MN 56353. You should print and/or save a copy of this Agreement for your records.

If you do not agree to the terms of this Agreement and/or do not accept the electronic version of this document, select the "CANCEL" button below.

ADDENDUM I

My$napshot Services End User Agreement

This Addendum between you and The First National Bank of Milaca, Milaca, MN governs the use of My$napshot within Digital Banking Service. This Agreement is an addendum attachment to your Digital Banking Agreement and supplements other deposit agreements with the First National Bank of Milaca.

1. SERVICE. My$napshot is a dashboard of aggregated information from your eligible accounts with monitoring and budgeting capabilities.

2. ACCEPTANCE OF THESE TERMS. Your use of the Services constitutes your acceptance of this User agreement. This User agreement is subject to change from time to time without prior notice to you. If you continue to use the Service thereafter, your continued use of the Services constitutes your acceptance of the changes and the Agreement. The licenses, user obligations, and authorizations described herein are ongoing.

3. FEES/CHARGES. The Bank does not charge a fee associated with the My$napshot Service.

4. ACCURATE RECORDS. Accurate records enable us to provide the Services to you. You must provide accurate, current, and complete information about yourself and your accounts maintained at third party account providers' web sites (Third Party Sites). You may not misrepresent your identity or your account information. In order for the Services to function effectively, you must also keep your registration and account information up to date and accurate.

5. LICENSING. By using the Services you are licensing to us and our service providers any information, data, passwords, usernames, other login-information, materials or other content you provide through the Services or that we or our service providers retrieve on your behalf for purposes of providing the Services (collectively, Content) and we and our service providers may use, modify, display, distribute and create new materials using such Content.

6. LIMITED POWER OF ATTORNEY. You grant us and our service providers a limited power of attorney and you appoint us and our service providers, as your true and lawful attorney-in-fact and agent with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access Third Party Sites, retrieve information, and use your information, as described in this End User's Agreement with the full power and authority to do and perform each and every act and thing required and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. You understand and agree that the Services are not sponsored or endorsed by any third-party site. YOU ACKNOWLEDGE AND AGREE THAT WHEN WE OR OUR SERVICE PROVIDERS ACCESS AND RETRIEVE INFORMATION FROM THIRD PARTY SITES, WE AND OUR SERVICE PROVIDERS ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF THE THIRD-PARTY SITES.

7. THIRD PARTY SERVICES. With respect to any third-party sites, we may enable you to access through the Services or with respect to any non-Financial Institution accounts you include in the Services, you understand and agree that the Digital Banking Services not sponsored or endorsed by any third-party account providers accessible through the Services.

8. SUSPENSION OR TERMINATION. We reserve the right to immediately suspend or terminate your use of My$napshot Services without notice if we believe that (i) you are using the Services for any unlawful purpose, or (ii) you have breached this End User's Agreement.

9. USE OF INFORMATION. Anonymous, aggregate information, comprised of financial account balances, other financial account data, or other available data that is collected through your use of the Services, may be used by us and our service providers to conduct certain analytical research, performance tracking, and benchmarking. Our service providers may publish summary or aggregate results relating to metrics comprised of research data, from time to time, and distribute or license such anonymous,

aggregated research data for any purpose, including but not limited to, helping to improve products and services and assisting in troubleshooting and technical support. Your personally identifiable information will not be shared with or sold to third parties.

10. HOLD HARMLESS. You agree to defend, indemnify and hold harmless the Bank, its third party service providers and their officers, directors, employees and agents from and against any and all third party claims, liabilities, damages, losses or expenses, including settlement amounts and reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of the Services, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

11. WARRANTIES. You agree your use of the Services and all information and content (including that of third parties) is at your risk and is provided on an "as is" and "as available" basis. We, and our service providers, disclaim all warranties of any kind as to the use of the Services, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We, and our service providers, make no warranty that the Services (i) will meet your requirements, (ii) will be uninterrupted, timely, secure, or error free, (iii) the results that may be obtained from the Services will be accurate or reliable, (iv) the quality of any products, services, information, or other material obtained by you through the Services will meet your expectations, or (v) any errors in the services or technology will be corrected.

12. YOUR RESPONSIBILITY AND RISK. Any material downloaded or otherwise obtained through the use of the Services is done at your own discretion and risk, and you are solely responsible for any damage to your computer system or loss of data that results from the download of such material. No advice or information, whether oral or written, obtained by you from the Bank or its service providers through or from the Services will create any warranty not expressly stated in these terms.

13. LIABILITY OF SERVICE PROVIDER. You agree that the Bank and its third party service providers will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to damages for loss of profits, goodwill, use, data or other losses, even if we have been advised of the possibility of such damages, resulting from (i) the use or the inability to use the Services at our website/mobile application or of any third party account provider's website/mobile application; (ii) the cost of getting substitute goods and services, (iii) any products, data, information or services purchased or obtained or messages received or transactions entered into, through or from the Services, (iv) unauthorized access to or alteration of your transmission or data, (v) statements or conduct of anyone on the Services, (vi) the use, inability to use, unauthorized use, performance or non-performance of any third party account provider site, even if the provider has been advised previously of the possibility of such damages, or (vii) any other matter relating to the Services.

ADDENDUM II

My Financial Health Services End User Agreement

1. Overview and Acceptance of Terms. This Addendum II ("Addendum") governs your access to and use of the My Financial Health service (the "Service"), which is made available through a third-party provider, Array US, Inc. and its affiliates ("Array"), along with its data providers and service partners.

By enrolling in, accessing, or using the Service, you agree to be bound by:

- This Addendum;
- Our primary Terms of Use and applicable account agreements; and
- Any applicable privacy policies and disclosures.

If there is a conflict between this Addendum and our general Terms of Use, this Addendum controls with respect to the Service. If you do not agree to these terms, you must discontinue use of the Service.

2. Description of the Service. My Financial Health is an informational and educational service designed to help you understand and monitor aspects of your financial and credit profile. Features may include, but are not limited to:

- Access to credit report information and credit scores
- Credit monitoring and alerts
- Financial and credit-related tools and simulations
- Identity and fraud monitoring notifications
- Additional financial wellness tools introduced from time to time

All features are provided for informational and educational purposes only and may change at any time without notice.

3. Eligibility and Use Requirements. To use the Service, you represent and warrant that:

- You are a U.S. resident and legally capable of entering into binding agreements;
- The information you provide is accurate and complete; and
- You will use the Service only for lawful, personal, and non-commercial purposes.

We reserve the right to deny or revoke access to the Service at any time for any reason.

4. Authorization to Obtain Credit Information (FCRA Consent). By enrolling in the Service, you provide your written instructions under the Fair Credit Reporting Act ("FCRA") and other applicable laws authorizing:

- Us and Array, along with their service providers and data partners, to obtain your consumer report and related information from consumer reporting agencies;
- The ongoing retrieval of such information to provide the Service, verify your identity, and deliver monitoring and alerts; and
- The use of such information in accordance with applicable privacy policies is important.

This authorization remains valid for as long as you are enrolled in the Service.

5. Data Sharing and Third-Party Providers. The Service is powered by Array and may rely on third-party data providers (such as consumer reporting agencies). By using the Service, you acknowledge and agree that:

- Your information may be shared with Array and its partners to provide the Service;
- These third parties act as independent service providers; and
- They may have their own terms and privacy practices governing your data.

Array and its providers are intended third-party beneficiaries of this Addendum.

6. No Financial or Legal Advice. The Service does not provide financial, legal, tax, or credit repair advice.

- Any scores, simulations, or recommendations are estimates for educational purposes only;
- Results are not guaranteed and may differ from actual outcomes; and
- You should consult a qualified professional for advice specific to your situation.

7. Credit Scores, Reports, and Monitoring. Credit scores and reports provided through the Service:

- Are based on data from one or more credit bureaus and may differ from scores used by lenders;
- May not reflect all account activity or the most current information; and
- Are provided without guarantee of accuracy, completeness, or timeliness.

We and Array are not responsible for inaccuracies in your credit data or the actions of third-party data providers.

8. Communications and Electronic Delivery. By using the Service, you consent to receive:

- Electronic communications, alerts, and notices related to the Service;
- Disclosures and updates via email, Digital Banking Services

You are responsible for maintaining accurate contact information.

9. Service Modifications and Cancellation. We or Array may:

- Modify, suspend, or discontinue the Service or any feature at any time;
- Update this Addendum with notice as required by law.

You may cancel your enrollment at any time through available channels (if applicable). Continued use after updates constitutes acceptance of revised terms.

10. Limitation of Liability. To the maximum extent permitted by law:

- We, Array, and our respective affiliates, partners, and service providers are not liable for any indirect, incidental, consequential, or special damages arising from your use of the Service;
- The Service is provided “as is” and “as available,” without warranties of any kind, including accuracy, reliability, or uninterrupted access.

11. Indemnification. You agree to indemnify and hold us, Array, and our respective affiliates and service providers harmless from any claims, damages, or expenses arising from:

- Your use or misuse of the Service;
- Your violation of this Addendum; or
- Your infringement of any rights of another person or entity.

12. Governing Law and Relationship to Other Agreements. This Addendum is governed by the laws specified in your primary account or Terms of Use agreement.

All other account agreements, disclosures, and policies remain in effect. In the event of conflict, those agreements control except as specifically related to this Service.

ADDENDUM III

Bill Pay Services End User Agreement

1. Service. The Bill Pay Plus service ("Service") is designed to allow customers ("You") to make "Payments" from your designated deposit accounts ("Account") with First National Bank of Milaca ("Bank") to "Payees" you choose in accordance with this agreement (Agreement). This Service is only available to Digital Banking customers of the Bank.

The terms and conditions of this Agreement supplement the Bank's Digital Banking Agreement and Disclosure and your existing Account Agreement and Disclosures governing your accounts with the Bank.

2. Acceptance of these terms. After you have carefully read this Agreement in its entirety, you will be asked to accept the terms and conditions of this Agreement by clicking the "I ACCEPT" button below. By accepting this Agreement, you are agreeing to all of the terms and conditions outlined within it. You are not permitted to alter or amend this Agreement or any related document without our express written consent. Any attempt to do so will be void and unenforceable. This Agreement is subject to change. Updates to this Agreement will be sent electronically if you have agreed to our Electronic Disclosure Consent Agreement, otherwise they will be mailed to you at the last known address in our files. We will provide you with advance notice if any changes to this Agreement are required by applicable law. If you have any questions about this Agreement, or if you want a paper copy, please contact our Digital Banking Department at (320) 983-1330, send us a secure email through the Digital Banking Service, or write us at First National Bank of Milaca, ATTN: Digital Banking Department, P.O. Box 38, Milaca, MN 56353. You should print and/or save a copy of this Agreement for your records.

If you do not agree to the terms of this Agreement and/or do not accept the electronic version of this document, select the "CANCEL" button below.

3. Fees/charges. The Bank will charge a $4.95 monthly inactivity fee if you do not make at least one (1) payment within the calendar month period. This Service Fee will be debited from your (Primary) Account as identified.

We will notify you at least 30 days before we increase the Service Fee. If increased, continued use of the Service after we provide notice of the change in the fee amount indicates your acceptance to pay the new Service Fee amount.
Fees associated with Rush Delivery and Gift Pay are disclosed prior to making the payment.

For other fees applicable to your Account(s), please see your Deposit Account Agreement given to you at account opening and our current Common Fee Schedule.

The Bank reserves the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such fees/charges before they are incurred.

4. Limitation of Service. When using the Service, you may experience technical or other difficulties. The Bank is not liable for or responsible for any technical 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 immediately and at any time without prior notice to you. If the Bank determines that there has been an adverse change in your financial condition, the Bank, in its sole discretion, may change or discontinue the Service in whole or in part, effective immediately.

5. Payees/Payments. Once your request for this Service is processed, you may create your list of Payees. You may make payment(s) to persons or entities, only if they are on your authorized list of payees. You can add, delete, or change information about a Payee or scheduled payment online. The Bank reserves the right to refuse the designation of a Payee for any reason.
Designated Payee Restrictions:

a. The merchant must be located in the United States International payments are unauthorized.
b. Payments may not be remitted to tax authorities or government and collection agencies.
c. Payments may not be remitted to security brokerage companies for stock purchases or trade taxing authorities.

d. Court directed payments are unauthorized (e.g., alimony, child support, or other legal debts).

6. Setting up Payees, Payments Bill Pay Alerts, eBills, and Person-to-Person payments. The Help tab of this Service provides FAQs and Show me how video training to help you set up the different services within this Service.
For customer service regarding the Bill Pay Service call 866-956-1193 or use the convenient messages feature.

7. Mobile payees/payments. You will have the ability to add new payees, edit existing payees, or delete payees directly from your mobile device (smart phone and/or tablet).

(End users will receive a security question (Multi Factor Authentication- MFA) only once during a Mobile Banking session. Example, if the end user was presented an MFA at login, they will not be presented an MFA again when adding and or editing a payee.)

The Bank is not responsible if a Payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a Payee or if you attempt to pay a Payee (persons or entities) that is not on your Authorized Payee list.

8. Single Payments. A single payment will be processed on the business day (Monday through Friday, excluding Federal Holidays) that you designate as the payment process date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time is currently 3:00 CT. The Bank reserves the right to change the cut-off time; with electronic notification being sent securely to your Digital Banking account and/or a notice being posted to our website www.fnbmilaca.com. A single payment submitted after the cut-off time on the designated process date will be processed on the following business day. If you designate a non-business date (weekends and Federal Holidays) as the payment's process date, the payment will be processed on the first business day following the designated process date.

9. Recurring Payments. When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a process date is calculated for the next occurrence of the payment. If the calculated process date is a non-business date (weekends and Federal Holidays), the payment will be made on the business day prior to the non-business day.

Note: If your frequency settings for the recurring Payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated process date, then the last calendar day of that month is used as the calculated process date.

10. Payment Delivery. Single and Recurring Payments, YOU MUST ALLOW AT LEAST FIVE (5) BUSINESS DAYS, PRIOR TO THE DUE DATE, for each payment to reach the Payee.

11. Cancellation or Changes. Any scheduled Payment can be changed or canceled, provided you access the Bill Pay Service prior to the daily cut-off time on the business day prior to the business day the Payment is going to be initiated.

12. Available Funds. You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all Payments requested, as well as any other payment obligations you have to the Bank. We reserve the right, without liability, to reject or reverse a Payment if you fail to comply with this requirement or any other terms of this Agreement. If you do not have sufficient funds in the Account and we have not exercised our right to reverse or reject Payment, you agree to pay for such payment and any other overdraft charge on demand. Also, we may deduct any such Payment and/or overdraft charge from any Bank account in your name.

13. In Case of Errors or Questions About Transactions Involving Consumer Accounts.

Your liability regarding unauthorized transfers and errors involving Consumer Accounts may be limited by the Electronic Funds Transfer Act and related federal regulations, as further set forth in the Electronic Funds Transfer Initial Disclosure provided to you. A copy of which can be found at www.fnbmilaca.com.

14. In Case of Errors or Questions About Transactions Involving Business Accounts.
Call us at (320) 983-3101 or write us at First National Bank of Milaca, ATTN: Error Resolution Department, P.O. Box 38, Milaca, MN 56353 as soon as you can, if you think your periodic statement is wrong or if you need more information about a transfer covered by this Agreement, which is listed on the statement.

15. Contacting us by E-Mail. Sending us an e-mail is a very good way to communicate with us regarding Connected Accounts or the Digital Banking Services. However, unless you use the "Messages" feature available through Digital Banking Services AFTER YOU HAVE SECURELY LOGGED INTO THE DIGITAL BANKING SITE, your e-mail is sent via your own software and, as a result, may not be secure. Because of this, you should not include confidential information, such as account numbers and balances, in any e-mail to us. You cannot use e-mail to initiate Digital Banking Services transactions. All such transactions must be initiated using the appropriate functions within the Digital Banking Services. We will not be liable for any errors, omissions, claims, or problems of any kind involving your e-mail.

16. Your Responsibility. You are solely responsible for controlling the safekeeping of and access to your Digital Banking Services, including Bill Pay. You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify the Bank and arrange to change your password and any other access credentials that may apply. You will be responsible for any Payment request you make that contains an error or is a duplicate of another Payment. The Bank is not responsible for a Payment that is not made if you did not properly follow the instructions for making a Payment. The Bank is not liable for any failure to make a Payment if you fail to promptly notify the Bank after you learn that you have not received credit from a Payee for a Payment. The Bank is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the Bank's agent. In any event, the Bank will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if the Bank has knowledge of the possibility of them. The Bank is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the Bank's reasonable control.

In addition, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, or 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. Our technology partners and we retain all rights, title, and interests in and to the Service, Software and Development made available to you.

17. Limitation of service. When using the Service, you may experience technical or other difficulties. The Bank is not liable for or responsible for any technical 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 immediately and at any time without prior notice to you. If the Bank determines that there has been an adverse change in your financial condition, the Bank, in its sole discretion, may change or discontinue the Service in whole or in part effective immediately.

18. Termination. The Bank has the right to terminate this Agreement at any time. You may terminate this Agreement by written notice to First National Bank of Milaca, ATTN: Digital Banking Department, P.O. Box 38, Milaca, MN 56353. The Bank is not responsible for any fixed Payment made before we have a reasonable opportunity to act on your termination notice. You remain obligated for any Payments made by the Bank on your behalf.

19. Ownership & License. You agree that the Bank retains all ownership and proprietary rights in the Service, associated content, technology, website(s) and app(s). Your use of the Service is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Service. Without limiting the restriction of the foregoing, you may not use the Service (i) in any anti-competitive manner, (ii) for any purpose, which would be contrary to Bank's business interest, or (iii) to Bank's actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute, or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service.

20. DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR SOLE RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. YOU AGREE AND ACKNOWLEDGE THAT NO EXPRESS WARRANTIES HAVE BEEN GIVEN.

21. LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICES REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

22. Governing Law and Attorney Fees. The laws of the State of Minnesota shall govern all issues under the Mobile Deposit Terms and Conditions agreement, and all actions, claims and defenses shall be brought in the Minnesota Seventh Judicial District, Mille Lacs County. In the event of any dispute, the prevailing party shall be entitled to recover its reasonable attorney fees, court costs, collection expenses, and litigation costs.

ADDENDUM IV

Mobile Deposit Services End User Agreement

Checks are scanned using the camera on the mobile device and securely transmitted to the Bank for review and deposit. By using the Service, you authorize the Bank to convert checks to images or create substitute checks for the purpose of clearing the check Qualifications. Use of Mobile Deposit Service is subject to Bank approval. In order to be eligible to use the Service, your account(s) must meet qualifying criteria set by the Bank. We will review all accounts for which you are a signer in order to determine your qualification for the Service. If you are not eligible for this Service, we will notify you of our decision. If the Bank determines that there has been an adverse change in your financial condition, the Bank, in its sole discretion, may change or discontinue the Service in whole or in part effective immediately.

1. **Fees.** There is no fee (Service Fee) associated with using the Mobile Deposit Service. This Service Fee can be changed at any time per the Bank's discretion. We will notify you at least 30 days before we increase the Service Fee. If increased, this Service Fee will be charged per deposit, and all Service Fees will be debited from your Account. Continued use of the service after we provide notice of the change in the fee amount indicates your acceptance to pay the new Service Fee amount.
2. **Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Mobile Deposit Service and to modify such limits from time to time. If you attempt to initiate a deposit in excess of a limit, we may reject your deposit. If we permit you to make a deposit in excess of a limit, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. We are not responsible for any losses incurred as a result of rejecting deposits that you have made through the Mobile Deposit Service, which exceeds a limit. You agree to any fees and deposit limits by using this Service. Deposit limits are defaulted to $2,500. Higher limits are subject to Bank approval. Deposit limits are subject to change from time to time.
3. **Ineligible Checks.** You agree that you will not use the Mobile Deposit Service to scan and deposit any checks as listed below:
   - Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
   - Checks payable jointly, unless deposited into an account in the name of all payees.
   - Checks with any endorsement on the back other than that specified in this Agreement.
   - Checks containing obvious alteration to any of the fields on the front of the check, 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 is drawn.
   - Electronically Created Items (ECI), which are images created electronically and not from a paper check (i.e., emailed checks).
   - Checks drawn on a financial institution located outside the United States.
   - Checks not payable in United States currency.
   - Checks that are remotely created.
   - Checks dated more than 6 months prior to the date of deposit or future-dated checks.
   - Checks that are in any way incomplete.
   - Checks prohibited by the Bank’s current procedures relating to the Service or which are otherwise not acceptable under the terms of your Account Agreement.
   - Checks on which the numerical and written amount are different.
   - Checks that have been previously returned unpaid by the financial institution on which they are drawn, including substitute and remotely created checks.
   - Checks that are payable to cash.
   - Checks that have been previously submitted through the Service or through a remote deposit capture service offered at any other financial institution.

4. **Image Quality.** The image of a check transmitted to the Bank using the Mobile Deposit Service must be legible, as determined by the sole discretion of the Bank. The image that is transmitted must be of such quality that the following information can easily be read:
   - The amount of the check.
   - The payee.
   - The drawer's signature.
   - The date of the check.
   - The check number.
   - Information identifying the drawer and the paying bank that is preprinted on the check in a commercially acceptable format, including the routing number, account number, and check number.
5. **Endorsements.** You agree to restrictively endorse any check transmitted through the Mobile Deposit Service as follows or otherwise instructed by the Bank.

   Your endorsement must include:
   a. Your signature,
   b. the restriction of 'For Mobile Deposit Only' and
   c. the last three (3) digits of the account number of the Account it is to be deposited.

   Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

6. **Receipt of Checks**. We reserve the right to reject any check transmitted using the Mobile Deposit Service, at our discretion, without liability to you. We are not responsible for checks we do not receive or for images that are dropped during transmission. An image of a check shall be deemed received when the funds are deposited in your account. Receipt of such confirmation does not mean that the transmission was error free or complete. Receipt of such confirmation of funds does not mean that your Account will not be charged back for the amount of the deposit and any applicable fees or charges under the Account Agreement if the check image presented is dishonored or returned unpaid for any reason by the financial institution on which it is drawn.
7. **Availability of Funds**. You agree that checks transmitted using the Service are subject to the fund's availability requirements of Federal Reserve Board Regulation CC. For purposes of determining the availability of funds deposited via the Service, you agree that checks transmitted through the Service are classified as "not in-person deposits" as defined in Regulation CC. In general, if an image of a check you transmit through the Service is received and accepted before 4:00 p.m. Central Time, U.S.A. ('CT') on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. For determining the availability of your deposit, every day is a business day, except Saturdays, Sundays, and Federal holidays. Review your Regulation CC Funds Availability Disclosure given at account opening for more details.
   - Deposits approved by Bank before 4:00 p.m. CST.
     Credited that business day; immediate availability of funds if hold not placed on deposit.
   - Deposits approved by Bank after 4:00 p.m. CST.
     Credited the following business day; immediate availability of funds if not placed on hold.

8. **Confirmation of Deposits**. It is your responsibility to verify that your deposit has been completed successfully by signing into the mobile application, viewing the status of your mobile deposit history, and verifying the funds are available in your account.
9. **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 "Electronically Presented" and to properly store the check to ensure that it is not presented again for payment. You agree that you will never represent the check to the Bank or any other financial institution.

You agree to retain all checks you have deposited through the Service for at least 14 business days and, following the 14-day retention period, you agree to dispose of your check in a manner, which will ensure the check will not be presented again.

10. **Returned Checks.** Any credit which we deposit into your account immediately following a transaction initiated by you will be 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 or charges that are incurred due to the check's rejection as described in our Common Fee Schedule and Account Agreements. We are not responsible for any losses incurred as a result of deposits returned on your account.
11. **User Warranties and Indemnification.** You warrant to Bank that:
    - You will only transmit eligible checks.
    - Images will meet the image quality standards.
    - You will not transmit duplicate checks or checks previously deposited at a financial institution.
    - You will not deposit or represent the original check.
    - All information you provide to the Bank is accurate and true.
    - You will comply with this Agreement and all applicable rules, laws, and regulations.

    You agree to indemnify and hold harmless the Bank from any loss for breach of this warranty provision.
12. **Errors in transmission**. By using Mobile Deposit Service, you accept the risk that a check may be intercepted or misdirected during transmission. Bank bears no liability to you or others for any such intercepted or misdirected checks or information disclosed through such errors.
13. **Your Responsibility.** You are solely responsible for the quality, completeness, accuracy, validity, and integrity of the image. You are solely responsible for the security of your mobile device. 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. 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.
14. **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 secure in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized access to your device. You will notify us immediately by telephone, with written confirmation, if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we 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.
15. **ERRORS.** You agree to notify Bank of any suspected errors regarding checks deposited through the Mobile Banking Service right away by calling us at (320) 983-1330 or write us at First National Bank of Milaca, ATTN: Error Resolution Department, P.O. Box 38, Milaca, MN 56353. You should contact us no later than 60 days after the applicable Bank account statement reflecting the suspected error is provided or mailed to you. Review your account opening Deposit Account Agreement and Disclosure for further details.