



Internet Banking Disclosure and Agreement

This disclosure and agreement (“Agreement”) contains important information about the Online Banking Service and Mobile Banking American National Bank of Minnesota (ANBMN) offers. Please read it carefully and retain it for future reference. The terms “you” and “your” refer to You and all Authorized Users of any Account that may be accessed through Online Banking Services. The terms “we”, “us”, “our”, and “Bank” refer to American National Bank of Minnesota. By using Online Banking Services and Mobile Banking, you agree to the following terms and conditions. Continued use of any and all services is contingent on your Account(s) remaining in good standing with the Bank and the other conditions stated within this Agreement.

Definitions

- **MyB@nk** – The online banking platform that American National Bank of Minnesota uses to provide online banking services and access to your deposit and loan accounts.
- **Account** –Your checking, savings, Certificate of Deposit Account, and/or Loan, whether one or more than one, that may be accessed by one or more Services according to your request.
- **ACH** –Automatic Clearing House- the system that enables participating financial institutions to process electronic debits and credits.
- **Agreement** – This Agreement, our Deposit Account Agreement and Disclosures, Online Banking Disclosure and Agreement, and loan agreements and the Fee Schedule.
- **Bill Pay Service** –The Bill Payment Service offered by American National Bank of Minnesota, through our Bill Pay Service Provider.
- **Bill Pay Service Provider** – Refers to the contractor, sub-contractor or provider of our bill pay services.
- **Business Day(s)** –Monday through Friday, excluding bank holidays.
- **Business Day Cutoff** – Refers to the cut-off time for posting purposes. The cut-off time for transfers is based on our Business Days and the Central Time Zone. For posting purposes, we will process all online transfers completed by 6:00pm on that Business Day. Transactions completed after 6:00pm will be processed on the following Business Day. Our in-person and internet banking (this includes remote merchant capture and mobile deposit) cut-off is 5:00pm Central Standard Time.
- **E-Statement** – An electronic version of your periodic account statement which can be read using your web browser through the Online Banking Service.
- **Password** – The alpha numeric password that you choose or was assigned to you by the Bank that allows you to access the Service.
- **Remote Deposit Capture** – Service that allows businesses to deposit checks from their office via a scanner.
- **RFDI** – Receiving Depository Financial Institution
- **Transfers** –Transfers of funds among your American National Bank of Minnesota Accounts conducted via Online Banking.
- **Username** – Your Access Identification, which is unique and selected by you, used in conjunction with your Password to access the Online Banking Service.
- **Zelle** – 3rd party money transferring service that allows the transfer of funds between friends, family, coworkers, and known persons across the country.

Purpose

This Disclosure and Agreement sets forth your and our rights and responsibilities concerning the use of the bank's Internet Banking Services through MyB@nk. This Agreement is subject to change. You should carefully read this Agreement in its entirety. The terms and conditions of this Agreement are in addition to any other agreement that you have with ANBMN, including loan and credit agreements, rules and regulations regarding deposit accounts, any other services you have agreed to use or choose to use, any signature card you have signed and any change in terms notices that are in effect or may be in effect in the future. We will notify you of amendments as required by applicable law, however, you should return to this page periodically to review the Agreement. Continued use of ANBMN's Internet Banking will constitute your acceptance of any changes or amendments.

Availability of Online Services

Our Internet Banking is available 24 hours a day, 7 days a week for viewing purposes (except for interruptions for product upgrades and system maintenance).

Authorized Users

Owners and Authorized Signers are prohibited from sharing usernames and passwords with anyone. If you choose to share your username and password with another individual on your behalf, you agree to be legally bound by the terms and conditions set forth in this Agreement and Fee Schedule. If you are found to be sharing your username and password with any other individual, this may result in the revocation of Online Banking Privileges.

Internet Banking Features

You may access your account information by using a specific User ID and password selected by you. You may use the system to request the following transaction for accounts that may be accessed through our Internet Banking System, myB@nk; Obtain certain account balances and transaction information on checking, savings, money market, certificate of deposit, IRA, and loan accounts; Obtain statement transaction details on your account; Transfer funds between your checking, savings, and money market accounts; Schedule the distribution of funds from your checking account to payees that you have selected to receive payment using Bill Pay; Transfer funds from your checking or savings account to make loan payments, and Send a secured e-mail message to Bank personnel.

Bill Payment

If you enroll in the Bill Payment feature of Internet Banking, you must have at least one checking account. Payments can only be made from a checking account. You may not pay bills from a savings or money market account, as these are not considered transaction accounts.

We may provide you with a separate Bill Payment Agreement upon enrollment with Bill Payment.

Bill Payment Limits

Bill payment limits are set monthly limits and pertain to both business and personal Bill Payment services. The daily limit is \$5,000.00. These limits may not be increased.

Bill Payment Fees

Bill payment is offered as a free service to ANBMN customers. You may incur a fee if you choose to expedite delivery of your Bill Payment check. Fees are disclosed in the Bill Payment Module located in Internet Banking and are subject to change.

Zelle

ANBMN supports Zelle, a person to person transfer service. You must have a checking account and be enrolled in Bill Payment to access and utilize Zelle. Business Customers may not use Zelle with ANBMN.

Zelle debits and credits are non-refundable, non-reversible and cannot be disputed.

We may provide you with a separate Zelle Agreement upon enrollment of Zelle.

Fees

There are no monthly or transaction fees for accessing online banking. Fees disclosed separately in connection with your Accounts or Services (may include but not limited to Business ACH and Remoted Deposit Capture) apply when using online banking. Other fees may be assessed and billed separately by your Internet and/or mobile service provider. The fees that have been separately disclosed to you in connection with your Account(s) will continue to apply to those Account(s).

Changes in Terms or Fees

We may change this agreement, terms, including fees set forth in this Agreement at any time. We will notify you of such change, as required by applicable law, either by mail, or electronic message. You understand that by using the Online Banking after a change becomes effective, you have agreed on it.

Acceptance to our Privacy Policy

We understand how important privacy is to our Customers. We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us. ANBMN, our affiliates and service providers, including FiServ Inc. and its affiliates, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files, and other data and information provided from you or from other sources in connection with Mobile Banking Services or the Software (collectively User Information). By using our website or mobile application, you are accepting the terms of our Privacy Policy. Please do not use this website or mobile application if you do not agree with the terms of the Privacy Policy. We reserve the right, at our discretion, to change, add, or remove any part of the Privacy Policy at any time.

Authorization to Request Information

You agree that the bank has the right to request to obtain information regarding your accounts from a payee or recipient, to resolve any transaction posting problems that may occur.

User ID and Password

The User ID and Password issued to you is for your security purposes. Your password is confidential and should not be disclosed to third parties or any other person. You are responsible for safe keeping your password. If you elect to provide your access information to an Account Aggregation Service, you agree to hold the bank harmless. For security purposes, the system will automatically prompt you to change your password if you have not changed it in 90 days. You should carefully select a password that is hard to determine. We suggest that you stay away from names, dates, and information that could be easily guessed. You agree not to disclose or otherwise make your password available to anyone. In order to ensure the security of your records, we will end your online session if no activity is detected for 5 minutes. This is to protect you in case you accidentally leave your computer or device while you are logged on. When you return to your computer or device, simply re-enter your User ID and password to continue your session.

We recommend not saving your username and password into your device.

Email Disclosure

Email may be used to contact ANBMN however, unless utilizing our secure portal, email should not be considered a secure form of communication. Account information such as account numbers, usernames, passwords, PIN numbers, social security numbers or any other personal type of information should not be sent via email.

If you need immediate assistance, please call your local branch of ANBMN via telephone. Email messages will not serve as a sufficient method of communication in regard to stop payment on a check, request account transfers, conduct wire transfers, report lost/stolen cards, or any other matter related to your account or online banking.

SecureNow

In order to provide increased security to ensure you are the person accessing online banking, we use SecureNow. This will automatically generate a numerical code to your cell phone or home phone. Do not share or give away this code to anyone.

No Signature Requirement

When any payment, recurring transaction or other on-line service generates items to be charged to your account, you agree that we may debit the designated account without requiring your signature on the item and without any notice to you.

E-Statements

Upon signing up for eStatements, if the account has multiple owners or signers, the assumption is made all owners are requesting to have the account statement delivered electronically. Upon receipt of your consent, we will prepare an electronic statement for your account(s) and provide a reminder on a monthly or quarterly basis, as applicable, of its availability. We will send the reminder to a working email address that you have provided to us. To access your statement, you must be a registered user of our Online Banking Service. You will be required to login to Online Banking with your Username and Password to view, download, and/or print the electronic statement. It is your responsibility to ensure the electronic statement cannot be viewed by others. You understand by authorizing the eStatement service, you will no longer receive paper statements in the mail. In order to return to paper statements, you are responsible for removing eStatements from your online banking and must be done ten (10) days before the end of your normal statement cycle in order to receive a paper statement for that month. By consenting to eStatements, you agree to receive other electronic communication that may include (but not limited to):

- Legal and Regulatory Disclosures
- Change in Terms Notices Relating to your Account
- Privacy Notice
- Fee Schedule

We reserve the right to provide a paper copy of any communication you have authorized us to provide you electronically. If while using the eStatement service, you need a paper copy of a statement or disclosure, please contact your local ANBMN branch. A fee may apply.

Mobile Deposit

Mobile Deposit Services are as part of the ANBMN mobile app. This service is designed to allow you to make deposits to your checking or savings account(s) using your mobile device from any location, by taking pictures of physical checks and delivering the images and associated deposit information to ANBMN.

Eligible Items: You agree to take pictures of, and deposit only checks (as defined in Federal Reserve Regulation CC "Reg CC"). You agree that the image of the check transmitted to ANBMN shall be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code. You agree that you will not use Deposit Services to take pictures of checks for deposit that are considered ineligible items. The following is a list of items considered ineligible, but is not deemed an exclusive list of ineligible items:

- Checks or items payable to any person or entity other than you, which may be considered 3rd party items.
- Checks payable to you and another party who is not a joint owner on the account.
- Checks made payable to a business that you attempt to deposit into a personal account.
- Checks or items containing an 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.
- Checks that have been previously negotiated.
- Checks or items previously converted to a substitute check, as defined in Reg CC.
- Checks or items drawn on a financial institution located outside the United States.
- Checks or items not payable in United States currency.
- Checks or items dated more than 6 months prior to the date of deposit.
- Checks with any endorsement on the back other than that specified in this Agreement.
- Deposits which exceed your per check daily limit.

Images must be captured clearly and within the box provided on the Mobile Deposit screen. The entire check, its endorsements and its entirety must be clearly visible and legible.

You agree to restrictively endorse any time a check is transmitted through Mobile Deposit as "For Mobile Deposit Only to American National Bank of Minnesota" and signed by all payees listed on the front of the check.

American National Bank of Minnesota reserves the right to reject any item transmitted through Mobile Deposit Services at our discretion, without liability to you. We will notify you of the status of the check. The image is not deemed "received" until it is posted to your account.

Internet Banking and Mobile Users are required to securely and irretrievably destroy the original paper items, by shredding or other method, after the retention period of 60 days

You agree to notify ANBMN of any suspected errors regarding items deposited through Mobile Deposit Services right away, and in no event later than 60 days after the applicable account statement is sent. Unless you notify ANBMN within 60 days, such statement regarding all deposits made through Online Banking shall be deemed correct, and you are prohibited from bringing a claim against ANBMN for such alleged error.

Mobile Deposit Limits

Mobile deposit limits are set on the relationship level. If you have multiple accounts, all accounts located under your personal or business relationship are subject to daily limits.

The bank may offer higher limits with approval from management and may be based on account relationship size, history of deposit or other mitigating factors. Please contact your local ANBMN branch to request an increase in mobile deposit limits.

Merchant Capture Deposit Services (MIRC) for Business Customers

Merchant Capture Deposit Services will use approved hardware and software as designated by ANBMN. There may be a fee(s) associated with this service. Please reference the applicable fee schedule.

The business shall submit valid checks made payable to the business with the MICR data clearly legible, the entire front and back of the check visible and endorsed. The checks should be endorsed with the words "For remote deposit only by *business customer name*" and the account number the deposit will be made to.

When completing a Remote Capture, the business will create batches to scan multiple checks. Careful detail must be taken, and the batch number must be kept with each batch. If applicable, the business will need to input the following data into the fields: ABA (routing) number, account number of the check, written amount of the check and the serial number of the check. The Business agrees to retain the original checks in a secure location with batch numbers for a minimum of 30 days and further agrees to shred all original checks after a reasonable period, to not exceed 90 days.

ACH for Business Customers

The Company represents and warrants that each Entry provided to ANBMN complies in all respects with the rules and this Agreement. The Company acknowledges and agrees that, pursuant to the rules, ANBMN makes certain warranties to the ACH Operator and other financial institutions and that such warranties are made in reliance on: (i) the representations and warranties of the Company, including but not limited to those contained in this section of this Agreement and (ii) Company's agreement to be bound by the Rules and applicable law. The Business shall indemnify the Financial Institution against any claims, alleged claims, loss, liability or expense (including attorneys' fees and expenses) resulting directly or indirectly from, related to or arising out of: (i) any breach of the Company's warranties or this Agreement; (ii) Company's failure to exercise ordinary care in connection with its duties hereunder; (iii) any action by the Receiving Depository Financial Institution ("RDFI") upon an unauthorized or erroneous Entry initiated by the Company; (iv) any actions by a service provider or agent of the Company that results in a breach of this Agreement by the Company; (v) to the extent that it involves ANBMN, any litigation by an ACH Operator, an RDFI or any Company Receivers asserting noncompliance on the Company's part with the Rules, laws, regulations or regulatory requirements.

Without limiting the foregoing, the Company warrants:

- a) Each entry is authorized pursuant to the rules and the authorization has not been revoked;
- b) Each authorization is clear and readily understandable by the receiver;
- c) Copies of authorizations will be made available when requested by ANBMN;
- d) Each credit entry is timely and accurate;
- e) Each debit entry is for a sum which, on the Settlement Date will be due and owing to the Company from the party whose account will be debited, is for a sum specified by such party or is to correct a previously transmitted erroneous credit entry;
- f) No entry has been reinitiated in violation of the rules;

- g) The Company has used commercially reasonable procedures to verify that all information contained in an entry, including but not limited to routing numbers, is accurate and valid; and,
- h) This Agreement has been duly and properly authorized by the Company, the party executing this Agreement is properly authorized on behalf of the Company to execute this Agreement on its behalf, and this Agreement is enforceable by the Financial Institution in accordance with its terms.

ANBMN shall, in accordance with the Rules, process, transmit and settle for any entry. ANBMN shall have no obligation to transmit an entry if the Company fails to comply with the Rules or any terms of this Agreement. ANBMN shall rely on any and all information it receives from an Authorized User of the Company, as set forth this agreement, and any person of ANBMN, in good faith, reasonably believes to be acting on behalf of the Company, whether or not such person was authorized by the Company.

The Company agrees to pay for all credit entries issued by Company, User(s), or credit entries otherwise made effective against the Company. The Company shall make payment to ANBMN on the date as determined by the bank in its sole discretion ("Payment Date"). The Company shall pay ANBMN for each debit entry returned by a Receiving Depository Financial Institution ("RDFI") or debit entry dishonored by ANBMN. The Company will maintain a deposit account (the "Account") with the Financial Institution at all times during the term of this Agreement. The Company shall always maintain a balance of available funds in the Account sufficient to cover the Company's obligations under this Agreement. If collected balances in the Account are insufficient to cover the aggregate amount of entries, ANBMN shall have no obligation to transmit such entries. The Company authorizes ANBMN to debit its Account or any other account maintained at ANBMN a for any amount it owes to ANBMN as a result of this Agreement.

We reserve the right to require the Company to pre-fund an account maintained at the Bank prior to, or in the case of a Same Day ACH Entry, on the Settlement Date of the ACH file. We shall determine whether pre-funding is required based on criteria established from time to time. We will communicate directly to the Company if pre-funding is required and, if requested by the Company, will provide the Company with an explanation of its pre-funding criteria. If it is determined that pre-funding is required, the Company will provide immediately available and collected funds sufficient to pay all entries initiated by the Company (a) not later than 8:00 a.m. local time, three (3) banking days before each Settlement Date, and (b) prior to initiating any entries for which pre-funding is required.

In utilizing the ACH in performance of this Agreement, ANBMN must make certain warranties on behalf of the Company. Specifically, ANBMN is charged with assuring the financial soundness of the Company to make the intended entries. ANBMN must approve all ACH Agreements and may request financial information from the Company and/or a separate credit agreement. The Bank shall also be authorized to obtain a credit report(s) on the Company, as may be necessary from time to time. ANBMN may also assign the Company limits representing the maximum aggregate dollar amount of entries that may be initiated by the Company each day and/or each month ("Exposure Limits"). The Company acknowledges that the ACH Processing Limit is solely for the protection of ANBMN and its assets. The Company understands that daily requests for entries exceeding these limits are honored solely at the discretion of the Bank. Requests not honored would be communicated to the Company or the Company's designated representative. The Company shall comply with the Exposure Limits established by ANBMN as outlined on the Business Deposit Services Form. Such limits may be modified from time to time by the Bank at its sole discretion with notice to the Company.

The Company agrees not to use or attempt to use the services (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which the Company is bound, (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, or (d) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. The Company acknowledges and agrees that ANBMN has no obligation to monitor the Company's use of the services for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that ANBMN reserves the right to decline to execute any transaction or activity that the Bank believes violates the terms of this Agreement.

The Company shall have no right to cancel or amend any entry after its receipt by ANBMN. However, ANBMN shall use reasonable efforts to act on a request by the Company to cancel an entry before transmitting it to the ACH Operator or crediting or debiting an On-Us entry. Any such request shall comply with this Agreement, including the security procedures described in this Agreement. ANBMN shall have no liability if it fails to affect the cancellation. The Company shall reimburse, indemnify and hold harmless ANBMN for any expenses (including attorneys' fees), losses or damages ANBMN incurs in effecting or attempting to affect the Company's request for the cancellation of an entry.

The Bank may reject any entry, including an On-Us entry, that does not comply with the requirements of the rules or this Agreement. ANBMN shall notify the Company of such rejection no later than the business day such entry would otherwise have been transmitted by the Bank to the ACH Operator or, in the case of an On-Us entry, the day before its Effective Entry Date. Notices of rejection shall be effective when given. ANBMN shall have no liability to the Company by reason of the rejection of any such entry or the fact that such notice is not given at an earlier time than that provided for herein.

In the case of a credit entry, credit given by the RDFI for the entry is provisional until the RDFI has received final settlement through a Federal Reserve Bank or has otherwise received payment. If the RDFI does not receive such payment for the entry, the RDFI is entitled to a refund from the receiver in the amount of the credit to the receiver's account, and the Company will not be considered to have paid the amount of the credit entry to the receiver.

The Company may reverse a file or entry pursuant to the rules. If the Company reverses an entry or file, the Company shall indemnify ANBMN against any claim, alleged claim, demand, loss, liability or expense (including attorney's fees) resulting directly or indirectly from such reversal.

ANBMN has no obligation to discover and shall not be liable to the Company for errors made by the Company, including but not limited to errors made in identifying the receiver, an Intermediary, RDFI or for errors in the amount of an entry. ANBMN shall likewise have no duty to discover and shall not be liable for duplicate entries issued by the Company. If the Company discovers that any entry it has initiated was in error, it shall notify ANBMN of such error. ANBMN will make its best efforts to correct the error. In the event that the Company makes an error or issues a duplicate entry, the Company shall indemnify, defend all claims, and hold the Bank harmless from any loss, damages, or expenses, including but not limited to attorney's fees, incurred by the Bank as result of the error or issuance of duplicate entries.

We shall notify the Company by mailed notice of the receipt of a returned Entry or Notification of Change (NOC) from the ACH Operator no later than one business day after the business day of such receipt. We

shall have no obligation to retransmit a returned entry if we complied with the terms of this Agreement with respect to the entry.

In the event that an entry is returned as unauthorized or authorization revoked, the Company will contact the necessary parties and resolve any dispute. During this process the Company may ask ANBMN to request from the RDFI a copy of the "Written Statement of Unauthorized Debit." ANBMN will make our best effort to obtain the form and will deliver it to the Company when received. The Company agrees not to re-originate any transaction returned as unauthorized or as authorization revoked unless the customer reauthorized the entry or entry stream.

The periodic statement issued by ANBMN for the Company's account will reflect entries credited and debited to the Company's Account. The Company agrees to notify the us within a reasonable time not to exceed thirty (30) days after the Company receives a periodic statement of any discrepancy between the Company's records and the information in the periodic statement. If the Company fails to notify us of any such discrepancy within thirty (30) days after receipt of such periodic statement, the Company shall be precluded from asserting any claim against the Bank arising from such discrepancy.

The Company agrees to pay ANBMN for services provided under this Agreement in accordance with the fee schedule. We may change our fees from time to time and our sole discretion upon notice to the Company.

We may from time to time request information from the Company in order to evaluate a continuation of the service to be provided by ANBMN hereunder and/or adjustment of any limits set by this agreement. The Company agrees to provide the requested financial information immediately upon request by us, in the form required. The Company authorizes ANBMN to investigate or reinvestigate at any time any information provided by the Company in connection with this agreement or the service. Upon request, the Company hereby authorizes ANBMN to enter the Company's business premises for the purpose of ensuring that the Company is in compliance with this Agreement. The Company specifically authorizes ANBMN to perform an audit of the Company's operational controls, risk management practices, staffing and the need for training and ongoing support, and information technology infrastructure. The Company hereby acknowledges and agrees that ANBMN shall have the right to mandate specific internal controls at the Company's location(s) and the Company shall comply with any such mandate. In addition, the Company hereby agrees to allow ANBMN to review available reports of independent audits performed at the Company location related to information technology, the service and any associated operational processes. The Company agrees that if requested, the Company will complete a self-assessment of the Company's operations, management, staff, systems, internal controls, training and risk management practices that would otherwise be reviewed by ANBMN in an audit of the Company. If the Company refuses to provide the requested financial information, or if ANBMN concludes, in its sole discretion, that the risk of the Company is unacceptable, if the Company violates this agreement or the rules, or if the Company refuses to give the Banks access to Company's premises, the Bank may terminate the service and this Agreement according to the provisions hereof.

The Company shall obtain an authorization ("Authorization Agreement") as required by the rules from the individual or entity whose account will be debited or credited as the result of a debit or credit entry initiated by the Company. The Company shall retain the Authorization Agreement in original form while

it is in effect or a copy of each authorization for two (2) years after termination or revocation of such authorization as stated in the rules. Upon request, the Company shall furnish the original or a copy of the authorization to any affected Participating Depository Financial Institution, as defined in the rules.

In the event that a Report of Possible Rules Violation is filed on the Company, the Company will take appropriate steps to correct the problem within the time frames suggested by ANBMN. If a fine is levied against ANBMN for a violation of the rules, the Company agrees to make ANBMN whole for the value of the fine.

The Company acknowledges and agrees that, if an entry describes the receiver inconsistently by name and account number, payment of the entry may be made on the basis of the account number even if it identifies a person different from the named receiver, and the Company's obligation to pay the amount of the entry to the Financial Institution is not excused in such circumstances.

The Company further agrees that any entry is inconsistent on a regular basis, and fails to correct the errors, we may terminate our ACH relationship with the Company immediately.

Notice of Liability

ANBMN, its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver internet, Mobile Banking, and Remote Deposit Capture services and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you.

If you believe your password has been lost, stolen, or used without your permission, contact the bank immediately by phone at 800-940-8445 or email the Deposit Operations team at operations@anbmn.com. If your statement shows transactions that you did not make, notify us at once. If you do not notify us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days.

ACH Liability

In the performance of the services required by this Agreement, ANBMN shall be entitled to rely solely on the information; representations and warranties provided by the Company pursuant to this Agreement and shall not be responsible for the accuracy or completeness of such information. Except as otherwise specifically provided by law, we shall be responsible only for performing the services expressly provided for in this Agreement and shall be liable only in the event of loss due to its gross negligence or willful misconduct in performing those services. In no event shall the Bank have any liability for any consequential, special, incidental, punitive or indirect damages the Company may incur or suffer in connection with this Agreement whether or not the likelihood of such damages was known or contemplated by ANBMN and regardless of the legal or equitable theory of liability the Company may assert. Without limiting the foregoing, ANBMN shall not be liable for and shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communications facilities, equipment failure, war, acts of terror, emergency conditions or other conditions beyond the our control. To the extent allowed by law, the Bank shall not be liable for and shall be excused from failing to transmit or any delay in transmitting an entry (i) if such transmittal would result in ANBMN having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines; (ii) if, for any reason, the ACH Operator fails or declines to

process an entry; (iii) if, in our sole discretion, processing an entry would violate or contribute to the violation of any present or future risk control program of the Federal Reserve or any rule, law, regulation or regulatory requirement; or (iv) if processing an entry, in the Financial Institution's sole discretion, would cause it to engage in an unsafe and unsound practice.

Our Liability for Incomplete Transactions

If we do not complete a transaction to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable for instance: If, through no fault of ours, you do not have available funds in your account to cover the transaction, or if the account has been closed by you or us, or if we cancel a payment or transfer because of insufficient funds; If the money in your account is subject to legal process or other claim restricting such transaction; If you have not given us proper instructions such as account numbers or other identifying information so that we can properly credit your account or complete the bill pay transaction; If you do not allow enough time for your bill payment to be made, whether it's made by electronic means or by mail; If you do not follow our online instructions for completing the transaction; If we make a bill payment that is on time, however, the merchant to whom it is sent to does not credit your account promptly after receipt; If the terminal or system was not working properly and you knew about the breakdown when you started the transaction; If circumstances beyond our control (such as fire, flood or telecommunications failure) prevent the transaction, despite reasonable precautions that we have taken.; If the Account is dormant; If your own components making up the Online Banking System were not functioning properly; If we have a reasonable basis for believing that unauthorized use of your password or account has occurred or may occur; or if the Bank has terminated this Agreement or closed the Account.

Business Days

Our business days are Monday-Friday. Federal holidays not included. We follow the Federal Reserve of Observation of Holidays. If the holiday falls on a Saturday, the bank will be open normal business hours on Friday. If the holiday falls on a Sunday, the bank will be closed the following Monday. Federal Reserve Holidays are as follows;

Transaction Receipts

You will receive a transaction receipt as a display item in your online banking portal each time a transfer or bill payment has been made. Each transaction receipt has a unique tracking number and should be printed or electronically saved and kept for your records.

Virus Protection, Spyware, and Key Logging

The Bank is not responsible for any electronic virus or viruses that you may encounter. You are solely responsible for the maintenance, installations, and operation of your computer or mobile device. We shall not be responsible for any errors, deletions, or failures that occur as a result of any malfunction of your computer, software or mobile device, nor will we be responsible for any computer virus or key logging software that affects your computer, mobile device or software while using our Online Banking Service.

Security

Customers utilizing any part of our Internet Banking or Services are responsible for monitoring and verifying any and all emails or communication that is produced. ANBMN will not be held liable for any fraudulent emails or communications received by you.

Notices and Communications

It is your responsibility to notify us of any change in your mailing address, telephone numbers, e-mail address or name. Notice must be given in paper form in order for us to verify its authenticity. E-mail requests that require changes to your account will not be acted upon. We are required to attempt to communicate with you only at the most recent mailing address provided to us. All notices from us will be effective when we have mailed or delivered them to your last known address on our records. Notices from you will be effective when received by us at the telephone number or the address specified in this agreement. Any notice may be delivered to any branch of ANBMN. We reserve the right to change the terms and conditions upon which this service is offered. We will mail a notice to you at least thirty (30) days before the effective date of any change in terms or conditions disclosed in the Agreement, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

Links to Other Web Sites

ANBMN's Online Banking service may contain links to other web sites, which are not owned or administered by the Bank. These sites are independent from ANBMN and ANBMN does not endorse, approve, verify or control these sites nor guarantee the accuracy, completeness, efficacy or timeliness of information contained therein.

Notice of Amendments

You agree that the terms and conditions of this Agreement including without limitation all fees and charges, additions or deletions of services provided at this site may be amended by us from time to time. We will notify you of amendments as required by applicable law. Your continued use of the Internet Banking Services evidences your Agreement to any amendment.

Enforcement

In the event either party brings a legal action to enforce this agreement or collects amounts owing as a result of any account transaction, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including fees on any appeal, subject to any limits under applicable law.

Indemnification:

In agreeing to the terms of this Agreement and disclosure, you shall indemnify and hold harmless ANBMN, each of its Directors, Officers, Employees, Agents, Successors and Assigns ("Indemnitees") against all liability, loss, damage of any kind (including attorneys' fees, and other costs incurred in connection therewith) incurred by or asserted against any third party or otherwise, except to the extent such liability, loss or damage is caused by the gross negligence or willful misconduct of such Indemnitee. In no event the Indemnitee be deemed to have committed gross negligence or willful misconduct in any situation where the Indemnitee acts in good faith based on the reasonable belief that any oral, telephonic, electronic, written or other request sent from the customer.

Termination of Agreement and Cancellation of Services

You agree that we may terminate this agreement if; We have determined that an account or the Internet Banking Service has been mismanaged or abused in any way; You have completed a password breach with your online banking profile or any other agreement with us; We have reason to believe that

there has been an unauthorized use of your account or password; We notify you or any other party to your account that we have canceled or will cancel this Agreement; You or any other party to your account terminate this Agreement by notifying us in writing; The account balance goes to zero. We reserve the right to terminate your use of our Internet Banking Services or this Agreement whether in whole or in part, at any time without prior notice. Any applicable ACH agreements will terminate in conjunction with the termination of this agreement. If we terminate this agreement, no further transfers or bill payments will be made, including but not limited to transfers or bill payments scheduled in advance or recurring transfers and bill payments. You or any other party to your account may terminate this Agreement by sending written notice to American National Bank of Minnesota 1920 South 6th Street, Brainerd, MN 56401. Termination of service will be effective the first business day following receipt of written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.