

# Terms & Conditions

This agreement represents the terms and conditions of the First State Bank Southwest's Online Banking Program, Banno. Please read the agreement carefully and print for your records.

## **AGREEMENT**

This Online Banking Access Agreement contains the terms that govern your use of Banno. You may use Banno to access your accounts Online. By using Banno to access an account, you are agreeing to the terms of this Agreement. Examples of accounts that you may elect to access include deposit accounts and loans. Your accounts will continue to be subject to the agreements otherwise governing them, except where it is noted in this Agreement. Additionally, each account will be subject to the following:

The terms or instructions appearing on a screen when using Banno,

First State Bank Southwest's rules, procedures and policies applicable to each account;

The rules and regulations of any funds transfer system used in connection with Banno and all applicable state and federal laws and regulations.

## **ACCESS TO ELIGIBLE ACCOUNTS**

You may access an account at the First State Bank Southwest's website at [www.firststatebanksw.com](http://www.firststatebanksw.com) (called "Website") to obtain balances, transaction history and other information. To access an account you must have a username and password and the required hardware and software. Subject to the terms of this Agreement, you will generally be able to access your accounts through the Website seven days a week, 24 hours a day. A transfer completed through Banno will post the same business day except Saturdays, Sundays and Federal holidays.

At certain times, an Online Banking Service may not be available due to system maintenance or circumstances beyond our control. During these times, you may use our automated teller machine (ATM).

## **ELECTRONIC MAIL (EMAIL)**

One way of communicating with us is by sending E-mail, our website and Banno has provided an E-mail link for you to ask questions about your account(s) or give comments on our service. To ensure the security of your account information, we recommend that you do not indicate any personal information (account numbers, social security, etc.) in your comments. You cannot use E-mail to initiate transactions on your accounts. For transactions, please use the appropriate functions within Banno or call 507-376-9747.

## **ONLINE/MOBILE BANKING SERVICES**

With respect to your accounts, services offered include obtaining balance information, transaction history and other information. In some instances, balances and transaction history may only reflect activity conducted through the close of the previous business day. First State Bank Southwest may, from time to time, introduce new Online Banking Services. When

this happens, we will update our Website to include them. By using an Online Banking Service, you agree to be bound by the terms contained in this Agreement at that time.

### **BILL PAY SERVICE and P2P (Person to Person)**

#### A. Description of the Bill Pay Service:

Banno Bill Pay Service allows you to schedule bill payments. You can arrange, at your option, for the payment of your current, future and recurring bills from your Checking Account. Accounts that require two or more signatures to withdraw or transfer funds may not be used as a Bill Pay Account. There is no limit to the number of payments that may be authorized it is only limited by the amount of funds in your account. You may pay anyone through the Bill Pay Service. By furnishing us with names of your payees and their addresses, you authorize us to follow the payment instructions to these payees that you provide us via our service. The date the payment is to be sent is called the "Payment Date". When we receive a payment instruction (for current or a future date), we will remit funds to the payee on your behalf from the funds in your Bill Pay Account, bill payments are processed either through electronic transmission or by check drawn on your Bill Pay Account and mailed to the payee. Payees who receive electronic delivery will receive your payment information, including your account number with the payee, through a computer link. All checks are sent through the U.S. mail. We will not be obligated to make a payment unless your Bill Pay Account and/or linked overdraft protection plan has sufficient funds or credit availability to pay the bill on the Payment Date. Funds for electronic bill payments and checks will be withdrawn from your Bill Pay Account on the Date the Payment is scheduled if funds are available. If there are not enough available funds in the Bill Pay Account, the payment will not be made. Although payments may be scheduled for the current business day or any date in the future at any time, they will only be processed once a day at our cut-off time, usually around 2:00 p.m. CST on any business day. Anything scheduled after the cut-off time will not be sent out until the following business day. Anything scheduled on a non-business day will be sent out according to the option you chose when you set the payment up.

#### B. No Duty to Monitor Payments:

We do not have any duty to monitor the payments that are made through the Bill Pay Service. If you are a business and an authorized representative of yours uses your Bill Pay Account to pay bills which are not yours, you assume the entire risk of loss and indemnify and hold us, our directors, officers, employees, and agents harmless from all loss, liability, claims, demands, judgments and expenses arising out of or in any way connected with such use.

#### C. Stop or Change Instructions:

You have the right to change any scheduled bill payment. However, you must cancel or change the scheduled payment prior to the Payment Date, by using the Bill Payment Service. Stop payment requests for any bill payments are not permitted after the bill payment date, you must deal with the business/person the payment was made to. If a check is lost or the payee did not receive the check, call the bank at 507-376-9747 and if the check has not been paid a stop payment can be put on the check, a credit will be given back to you in 1-3 business days.

D. Scheduling Payments: There will be a delay between the Payment Date (the date your payment is sent) and the date the payee receives that payment. Any payments made through the Bill Pay Service require sufficient time for your payee to receive your payment and credit your account properly. To avoid incurring finance or other charges, you must schedule a payment sufficiently in advance of the due date of your payment. When you schedule payments, **YOU MUST SCHEDULE**

**YOUR PAYMENTS TO BE PROCESSED AT LEAST FIVE (5) BUSINESS DAYS BEFORE THE PAYMENT DUE DATE FOR ELECTRONIC PAYMENTS AND AT LEAST SEVEN (7) BUSINESS DAYS BEFORE THE DUE DATE FOR A CHECK PAYMENT.**

**E. Bank Errors:**

We will not be responsible for any charges imposed or any other action taken by a payee resulting from a payment that you have not scheduled properly, including any applicable finance charges and late fees. In addition, we will not be liable if any third party through whom any bill payment is to be made fails to properly transmit the payment to the intended payee. We will also not be liable if there are insufficient available funds or credit availability in your Bill Pay Account and/or overdraft protection plan; if a legal order directs us to prohibit withdrawals from the Bill Pay Account; if the Bill Pay Account is closed or frozen; or if any part of the electronic funds transfer system is not working properly. We will not be liable for indirect, special, or consequential damages arising out of the use of the Bill Pay Service.

**F. Bill Pay Fees:**

If you elect to use the Bill Pay Service, by setting up vendors, scheduling payments and identifying payment amounts, you are acknowledging that you want to use the Bill Pay Service. The Bill Pay Service is free.

**G. Termination of Bill Pay Service:**

If you have the Bill Pay Service and do not schedule or process a payment in your Payment Account via the Bill Pay Service for any six-month period, First State Bank Southwest may terminate your Bill Pay Service. Additionally, if you close your current Payment Account, you must notify us and designate a new deposit account. If First State Bank Southwest terminates your Bill Pay Service, your online bill payment information will be lost. If you decide to terminate the Bill Pay Service, we strongly suggest that you cancel all future bill payments at the same time that you cancel your Bill Pay Service, by deleting those payments yourself using the Bill Pay Service. This will ensure that future payments made by you will not be duplicated. Termination of the Bill Pay Service will not automatically close your Eligible Accounts.

**LINKED ELIGIBLE ACCOUNTS**

All accounts will be linked by means of the tax identification numbers and the ownership of the persons who are authorized to access the account.

Authorized Representatives for Business Accounts: If you are a business, any authorized representative of your business is authorized on such terms, conditions, and agreements as we may from time to time require entering into this Agreement, as amended from time to time:

- Access each account of yours in any manner and for any purpose available through Banno, whether now available or at some time in the future; and
- Use any Online Banking Service in any manner and for any purpose available through Banno, whether now available or available at some time in the future.

**ELECTRONIC FUND TRANSFER PROVISION FOR CONSUMERS**

**A. Applicability:**

The provisions in this section apply only to electronic fund transfers that debit or credit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). First State Bank

Southwest may, when applicable, rely on any exceptions to the provisions in this section that are contained in Regulation E. All terms not otherwise defined in this Agreement, which are defined in Regulation E, will have the same meaning when used in this section.

B. Your Liability:

Your liability for an unauthorized EFT or a series of related unauthorized EFT's will be determined as follows:

- You must report an unauthorized EFT that appears on a periodic statement within 60 days of our transmittal of the statement to avoid liability for subsequent transfers. If you fail to do so, your liability will not exceed the amount of the unauthorized EFT's that occur after the close of the 60 days and before notice to us, and that we establish would not have occurred had you notified us within the 60-day period.
- You may notify us in person or by telephone using the appropriate form.

C. Telephone Number and Addresses:

The telephone number and address to be notified when you believe that an unauthorized EFT has been or may be made are:

- First State Bank Southwest's phone number and address are indicated on your monthly checking statement, or
- Write to First State Bank Southwest, 1433 Oxford St, Worthington, MN 56187 or call 507-376-9747 or email [fsbsw@firststatebanksw.com](mailto:fsbsw@firststatebanksw.com).

D. Error Resolution:

Telephone us at 507-376-9747, or write us at First State Bank Southwest, 1433 Oxford St, Worthington, MN 56187 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

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

We will let you the results within 3 business days after completing our investigation. If we decide there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

E. Security:

You will be given an assigned Access ID and a temporary password that will give you access to your accounts. This password can be changed within Banno. Due to the increased need for security, Banno passwords need to be a minimum of 6 digits in length. It must also be any combination of alpha, numeric, up to 15 digits in length. We suggest that you change your password regularly. We are entitled to act on instructions received under your password. For security purposes, it is recommended that you memorize the password and do not write it down. You are responsible for keeping your password and account information confidential. If you believe that your password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account, notify First State Bank Southwest by calling 507-376-9747.

#### F. Liability:

Our liability to you is explained in any agreements, notices, and disclosures that we separately provide to you from time to time regarding your accounts. This section explains our liability to you only to the extent that our liability has not been separately disclosed to you by any of these agreements, notices, or disclosures. Under no circumstances will we have any liability to you for failing to provide you access to your accounts through Banno. Furthermore, unless otherwise required by applicable law, we will only be responsible for performing Online Banking Service as expressly stated in this Agreement and will only be liable for material losses incurred by you to the extent such losses directly result from our gross negligence or intentional misconduct in performing the Online Banking Services.

**IN NO EVENT WILL FIRST STATE BANK SOUTHWEST HAVE LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHETHER OR NOT ANY CLAIM FOR SUCH DAMAGES IS BASED ON TORT OR CONTRACT OR WE KNEW OR SHOULD HAVE KNOWN THE LIKELIHOOD OF SUCH DAMAGES IN ANY CIRCUMSTANCES.**

We will not be obligated to honor, in whole or in part, any transaction or instruction which:

- Is not in accordance with any term or condition applicable to the relevant Online Banking Service or account;
- We have reason to believe may not be authorized by you or any third person whose authorization we believe is necessary or involves funds subject to a hold, dispute, restriction or legal process we believe prevents their withdrawal;
- Would result in us exceeding any limitation of our intra-day net funds position established pursuant to present or future Federal Reserve guidelines;
- Would violate any applicable provision of any risk control program of the Federal Reserve or any applicable rule or regulation of any other federal or state regulatory authority;
- Is not in accordance with any other requirement of our applicable policies, procedures or practices; or
- We have reasonable cause not to honor for our or your protection.

Indemnification: Except to the extent that we are liable under the terms of this Agreement or an agreement that otherwise governs your account, if you are an owner of an account, you agree to indemnify and hold us, our directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments and expenses arising out of or in any way connected with an account or the performance of an Online Banking Service. This indemnification is provided without regard to whether our claim for indemnification is due to the use of our service by you or your authorized representative.

Third Parties: Except as specifically provided in this Agreement or where applicable law requires a different result, neither we, our service providers or other agents will be liable for any loss or liability resulting in whole or in part from any act or failure to act of your equipment or software, or that of an Online browser provider such as Microsoft (Microsoft Explorer browser), by an Online access provider, by an online service provider or by an agent or subcontractor of any of them, nor will our service providers or other agents be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of your access to or use of, or failure to obtain access to Online Banking Services through our service.

## **GENERAL PROVISIONS**

#### A. Termination:

Unless otherwise required by applicable law, First State Bank Southwest may terminate this Agreement and/or your access to any Online Banking Service through our service, in whole or in part, at any time. If reinstated, the then current terms of this Agreement will control. You may request reinstatement of Online Banking Service by calling Customer Service. If you do not access your Eligible Accounts via our service for any 6-month period, we may terminate your service, including Bill Pay Service.

If you wish to cancel any of your Online Banking Services, contact First State Bank Southwest at 507-376-9747 or send us cancellation instructions in writing to First State Bank Southwest, 1433 Oxford St, Worthington, MN 56187.

**B. Changes:**

Except as otherwise required by law, rule or regulation, we may change the terms of this Agreement from time to time. When changes are made, we will update this Agreement at the Website. The Website will be updated on the effective date, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated at an earlier time. If such a change is made, and it can't be disclosed without jeopardizing the security of the system, this Agreement will be updated within 30 days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing using our service. Changes to fees or terms applicable to eligible accounts are governed by the agreement otherwise governing the applicable account.

**C. NOTIFICATION:**

UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW, IN THE EVENT THAT WE ARE REQUIRED TO PROVIDE A NOTICE OR OTHER COMMUNICATION TO YOU IN WRITING, THAT NOTICE OR OTHER COMMUNICATION MAY BE SENT TO YOU ELECTRONICALLY TO YOUR ONLINE ADDRESS AS REFLECTED IN OUR THEN CURRENT RECORDS.

**D. Disclosure of Information:**

The circumstances under which we will disclose information about you, your eligible account, or your Online Banking Services is set forth in the information that has been separately disclosed to you in the contracts, notices and disclosures that have been separately provided to you and in accordance with our policy disclosed at our website.

**E. Miscellaneous Fees and Charges:**

The fees that have been separately disclosed to you in connection with your account(s) will continue to apply to those account(s) and to your Online Banking Services.

**MOBILE DEPOSIT CAPTURE TERMS & CONDITIONS**

**A. Description:**

The Mobile Deposit capture services ("Mobile Deposit" or "Services") are designed to allow you to make deposits to your checking and/or savings accounts from your camera-enabled mobile device capable of capturing check images and information and electronically delivering the items and associated deposit information to the Bank or the Bank's designated processor. The device must capture an image of the front and back of each check to be deposited in accordance with the Procedures; must read and capture the magnetic ink character recognition ("MICR") line on each check; and must read and capture all such other data and information as is required by this Agreement or Federal Reserve regulations for the processing of these checks for payment.

B. Hardware and Software Requirements:

You must have a Mobile Device that is acceptable to us and a wireless plan from a compatible mobile wireless provider. You must also use the operating system(s) and software that satisfies all technical specifications and other requirements that we and/or our service provider(s) establish and specify. We and/or our service provider(s) may change these specifications and/or requirements from time to time. The Bank is not responsible for any third-party software you may need to use for Mobile Deposit. You agree that you will perform, or cause to be performed by properly trained personnel, all vendor recommended maintenance, repairs, upgrades and replacements. Unless otherwise provided in this Agreement, you are solely responsible, at your own expense, for purchasing, installing, operating, testing and maintaining all hardware and software necessary to use Mobile Deposit. You must install and test your Mobile Device, your system, and any other required hardware and software before you make your first deposit through Mobile Deposit. You accept any such software "as is" and subject to the terms and conditions of the software agreement that you enter directly with the third-party software provider at the time of download and installation. We are not responsible for, and you release us from, all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using Mobile Deposit, e-mail or the online banking system. You agree that all images and files transmitted to us through Mobile Deposit will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

C. Receipt of Items:

We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from First State Bank Southwest that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.

D. Availability of Funds:

In general, if an image of an item you transmit through the Mobile Deposit is received and accepted before 4:00pm Central Standard Time on a business day that we are open, we consider that day to be the day of your deposit. Provisional credit will not be granted. First State Bank Southwest's business day is every Monday through Friday, excluding Federal Holidays. Otherwise, we will consider that the deposit was made on the next business day we are open.

E. Deposit Limits:

The Bank reserves the right to establish and assign to you deposit limits for Mobile Deposit (including limits on the dollar amount and/or number of Checks that you may transmit through Mobile Deposit each day) and to modify such limits from time to time in the Bank's sole discretion, and you agree to comply with all such limits. Our current daily deposit limit is \$5,000 per day with a limit of 20 checks per day. Our current monthly deposit limit is \$30,000 with a limit of 50 checks per month.

F. Fees and Charges:

The Bank offers the benefits and convenience of Mobile Deposit to you free. The Bank reserves the right to charge fees for Mobile Deposit in the future. Check with your wireless provider about carrier and web access charges that may apply.

G. Endorsements and Procedures:

You agree to restrictively endorse any item transmitted through Mobile Deposit as "Via Mobile Deposit". Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. You agree to follow all other procedures and instructions for use of Mobile Deposit as the Bank may establish from time to time. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. For a check payable to you and any joint owner(s) of your Bank account, the check must be endorsed by all such payees, and you may only use Mobile Deposit to deposit such check into a Bank account jointly owned by all such payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and any non-joint owner, you may not deposit the check into your Bank account using Mobile Deposit. And you agree never to represent the item. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to First State Bank Southwest as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for First State Bank Southwest's audit purposes.

H. Check Requirements (including image quality):

The image of an item transmitted to the Bank using Mobile Deposit must be legible and contain images of the front and back of the Check. The image quality of the items must comply with the requirements established from time to time by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. These requirements include, but are not limited to, ensuring the following information can clearly be read and understood by sight review of the Check image: the amount of the Check (both written and numeric); the payee; the signature of the drawer (maker); the date; the Check number; the information identifying the drawer and the paying financial institution that is preprinted on the Check including the MICR line; and all other information placed on the Check prior to the time an image of the Check is captured (such as any required identification written on the front of the Check and any endorsements applied to the back of the Check). You may only submit checks drawn on a bank located within the United States.

I. Storage, Security and Destruction/Disposal of the Checks:

After you receive confirmation that we have received an image, you must securely store the original Check for 14 days after transmission to us and make the original Check accessible to us at our request. Upon our request from time to time, you will deliver to us within two Business Days, at your expense, the requested original Check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after the 14-day retention period expires, you must destroy the original Check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of the original Check, the image will be the sole evidence of the original Check. You agree that you will never re-present the original Check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

J. Presenting Checks more than once:

Once you have used Mobile Deposit to deposit a Check, you agree not to present or allow anyone else to present that original Check or a substitute check of that original Check again for deposit through Mobile Deposit or by any other means. If you or anyone else present a Check or substitute check for deposit more than once, in violation of this Agreement, you agree to indemnify, defend and hold the Bank harmless from and against all liability and damages that may result from any claims, suits or demands from third parties with respect to such Check or substitute check. You



agree that we may debit from your Bank account the aggregate amount of any Checks that are deposited more than once. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any other of your account(s) with the Bank in our sole discretion.

K. Your Authentication Method:

You agree that we are entitled to act upon instructions we receive with respect to Mobile Deposit under your Online Banking ID, password or other code or authentication method that we require (these components are referred to herein collectively as your "Authentication Method"). You are liable for all transactions made or authorized with the use of your Authentication Method. We have no responsibility for establishing the identity of any person who uses your Authentication Method. You agree that if you give any component of your Authentication Method to anyone or fail to safeguard its secrecy, you will be in violation of your obligations under your Bank Account Agreement and this Agreement. You agree to take appropriate steps to ensure that all components of your Authentication Method are protected and kept confidential. You agree to indemnify and release us from any and all liability and agree not to make any claim or bring any action against us, relating to our honoring or allowing any actions or transactions that are conducted under your Authentication Method or acting upon instructions, messages or authorizations provided to us using your Authentication Method. By accessing Mobile Deposit with your Authentication Method, you authorize us to complete the requested transaction(s) through Mobile Deposit. Any requests or instructions we receive from you through Mobile Deposit using your Authentication Method shall be considered "in writing" under all applicable law and shall have the same force and legal effect as a writing signed by you. This includes, but is not limited to, inquiries, deposit transactions, Checks deposited, Check images, changes to accounts or services or any other communication you provide us through Mobile Deposit using your Authentication Method.

- L. You agree that all deposits received by us are subject to verification and final inspection and may be rejected by us in our sole discretion, and you shall be liable to the Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against the Bank relating to such deposits. The Bank is not liable for any service or late charges that may be imposed against you due to the Bank's rejection of any Check that you transmit for deposit through Mobile Deposit. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to a Check being returned. You acknowledge and agree that, while we normally provide notice of rejected deposits, we may reject any Check transmitted through Mobile Deposit in our sole discretion without notice to you, and we will not be liable for any such rejection or failure to notify you of such rejection. If we reject a Check for Mobile Deposit, you must physically deposit the original Check and agree to notify the bank prior to making the deposit.

M. Unpaid Checks:

Should you fail to produce the original check, you authorize us to deduct that amount from your account. You are solely responsible for verifying that Checks that you deposit by using Mobile Deposit have been received and accepted for deposit by the Bank. The Bank will provide you with notice of any deposits that it is unable to process because Checks were returned unpaid by the payor financial institution. You agree to accept such notices at your e-mail address on file with us, but we may choose any reasonable method for providing such notices to you. In the event that the Bank credits your account for a Check that is subsequently dishonored and returned, you authorize the Bank to debit the amount of such Check plus any associated fees from the account. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any of your other account(s) with the Bank in our sole discretion. Our right to charge your account(s) will apply without regard to whether the Check was timely returned or

whether there is any other claim or defense that the Check was improperly returned. You understand and agree that since the original Check is your property, it will not be returned and the Bank may charge back an image of the Check, an ACH debit, or other electronic or paper debit, as applicable, to your account. You further agree that any image that we charge back may be in the form of an electronic or paper reproduction of the original Check or a substitute check. You may not use Mobile Deposit to deposit a substitute check and you may not deposit the original Check through Mobile Deposit or in any other manner if you receive a dishonored Check. You agree to comply with any additional instructions we may provide to you in connection with returned Checks.

**N. Duty to Report Errors:**

The Bank will provide you with periodic statements that will identify the deposits that you make through Mobile Deposit. In addition, you may access the Bank's Online Banking service for information about your deposits, return items, deposit adjustments, Checks and other transactions on your accounts. You agree that it is your responsibility to review all such information that the Bank makes available to you in a timely manner to verify that deposits made through Mobile Deposit have been received and accepted by the Bank and are accurate. Receipt of a Check by the Bank through Mobile Deposit does not constitute an acknowledgement by the Bank that the Check is error-free or that we will be liable for the Check. You agree to notify us promptly of any errors, omissions, or discrepancies in a deposit within the time periods established in your Bank Account Agreement. You may notify us by writing to 1433 Oxford St, Worthington, MN 56187 or telephone us at 507-376-9747 or email us at [fsbsw@firststatebanksw.com](mailto:fsbsw@firststatebanksw.com). You agree to cooperate in any investigation by the Bank of any unsuccessful or lost transmission. Subject to applicable law, any failure by you to notify the Bank of any error, omission, or other discrepancy in accordance with this Agreement and your Bank Account Agreement shall relieve the Bank of any liability for such error, omission or discrepancy.

**O. Availability of Service/Contingency:**

In the event you are unable to capture, balance, process, produce or transmit a file to the Bank, or otherwise comply with the terms or the Procedures for any reason, including but not limited to, communications, equipment or software outages, interruptions or failures, you will transport or mail the originals of all checks to the closest Bank location. The deposit of original checks at an office of the Bank shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.

**P. Data Security:**

You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone at 507-376-9747 and with written notice to First State Bank Southwest Attn: Customer Service, 1433 Oxford St, Worthington, MN 56187 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 may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

**Q. Cooperation with Investigations:**

You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through Mobile Deposit in your possession and your records relating to such items and transmissions.

## **ELECTRONIC DISCLOSURE AND E-STATEMENT AGREEMENT AND AUTHORIZATION**

This service allows you to have the paper periodic deposit account statements, notices and account disclosures that would normally be mailed to you delivered electronically through our secure Online Banking service.

### A. Applicability:

You agree to authorize us, at our discretion, to electronically deliver your account statements and important disclosures and notices about your deposit account(s), including those that we are required to provide you under all applicable federal and state laws where electronic delivery is permitted now or in the future. This may include, but may not be limited to, the following:

- Your periodic account statements
- Disclosures regarding your account that are required to be provided at the time of account opening
- Notices regarding changes to your account
- Amendments to any agreements and/or disclosures governing your account

### B. Enrollment:

Once you enroll for this service, all accounts selected for E-Statement delivery will be delivered electronically. The images of your check items in your statement are made available to you through the online banking service.

### C. Electronic Disclosure Access:

Once you are enrolled in E-Statements, disclosures will be delivered to you electronically via Online Banking. We will send you an email notifying you that a disclosure is posted and where to access it.

### D. E-Statement Access:

E-statements will begin with the first statement generated after enrollment. Your normal statement cut-off date will not change when you elect to receive E-statements. When your statement is available, you will receive an email at the email address we have on file at that time. Included in the email will be a PDF file which will include your statement.

### E. Availability:

Each electronic disclosure or E-Statement will be available for 18 months from the date it is posted. Electronic disclosures and E-Statements may be printed for your permanent retention. All disclosures and E-Statements are also retained by us for at least seven (7) years. Paper copies of disclosures or E-Statements are available upon request (a fee may apply as disclosed in our Deposit Agreements and Disclosures) by contacting us at 507-376-9747.

### F. Fees:

Currently, there are no fees charged for electronic delivery of your disclosures or E-Statements. We reserve the right to change fees for electronic delivery and charge your deposit account for these fees at any time after notice as and if required by law.

#### G. Procedure to Terminate Electronic Delivery:

You have the right to terminate your election to receive electronic statements and disclosures at any time as described in this section. Electronic delivery may be terminated for individual accounts. To discontinue receiving your account statements or disclosures electronically and request that they be sent in paper form by mail. Click on Documents and Settings and then deselect the account(s) and click the "Save Settings" button or contact us. Electronic delivery will also be discontinued for any accounts that are linked as secondary accounts. Following termination of the E-Statement service by either party, a new enrollment agreement will be required to reinstate this service. A paper statement fee will apply once you un-enroll in electronic delivery format.

#### H. Amendment and Termination:

We may amend or change this Agreement at any time after notice or authorization as and if required by law. If no notice or authorization is required by law, your continued acceptance of electronic disclosures or E-Statements after the effective date of such change will constitute your acceptance of and agreement with such amendment(s).

We may terminate this Agreement, immediately refuse or revoke access to electronic disclosures or E-Statements at any time, including but not limited to in the event that we or you terminate any deposit account, without cause or notice or refund of previously charged or accrued fees, as applicable. If we terminate your use of Online Banking, your right to receive statements and disclosures electronically will also be terminated. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement.

#### I. Liability:

We will use our best efforts to deliver your electronic disclosures and E-Statements in a timely manner and in accordance with any applicable time required by law. However, we shall incur no liability if we are unable to deliver your disclosures or E-Statements because of the existence of any one or more of the following circumstances:

- Our Web site or Online Banking is not working properly, and you know or have been advised by us of the malfunction,
- Your equipment was not working properly, and this problem should have been apparent to you, or
- Internet service is interrupted due to traffic or other disruptions, or
- Circumstances beyond our control (such as, but not limited to, fire, flood, interruption in telephone service or other communication lines, interference from an outside force, legal restriction or delays in mail service) prevent proper delivery and we have taken reasonable precautions to avoid those circumstances.

To the extent permitted by applicable law or regulation, we hereby disclaim all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, and in no event shall we be liable for any special indirect, incidental or consequential damages whatsoever resulting from the loss or use of data, whether or not advised of the possibility of such loss or damage.

You agree not to alter or use the disclosures or E-Statements for any unauthorized, fraudulent or other illegal purpose.

#### J. Governing Law:

This agreement, including the validity of any signatures or consents, any claim, or disputes arising hereunder shall be construed in accordance with and governed by the Laws of the State of Minnesota.

K. Use of the service requires compliant web browsers using 128 bit encryption or higher, Adobe Acrobat and access to a printer or the ability to download the information in order to keep copies. If the software or hardware requirements change in the future, and you are unable to continue receiving e-statements, statements will be mailed to you once you have notified us that you are no longer able to retrieve the statements electronically. We will use reasonable efforts to notify you before such requirements change.

L. Responsibility to Notify Us:

You must promptly review your electronic disclosures, E-Statements and any accompanying items. Notify us immediately in writing, call us, or email us using our secure messaging feature in Online Banking of any suspected error, alteration or other irregularity with or unauthorized access to your electronic disclosures or E-Statements. Your email address must remain accessible to you in order to access E-statement functionality. If you need to change your email address, sign on to online banking, click on the Options tab and then change your email address. To ensure the accuracy of the email address used to deliver E-statements, the bank will periodically request you verify that address.

Notify us immediately if you do not receive or are unable to view or print your disclosures or E-Statements.

Please inform us promptly of any changes to information needed for us to contact you.