

ONLINE BANKING TERMS AND CONDITIONS

Please read these Terms and Conditions carefully and keep them for future reference.

Definitions. The words *you* and *your* refer to either and all of the persons signing the Application. The words *we*, *us*, and *our* refer to the financial institution identified in the Application. The words *your deposit accounts* refer to the deposit accounts with us identified in the Application. The words *your loan accounts* refer to the loan accounts with us on which either or all of you are obligated to us. The words *your accounts* refer to your deposit accounts and your loan accounts. The words *our internet service* refer to our Online Banking. The word *terms* refers to these Terms and Conditions. *ACH* refers to Automated Clearing House.

Security. We work hard to make our website secure. We will employ such security measures as in our reasonable judgment are appropriate to secure our website. You will not use our website for unauthorized purposes. We may monitor and audit transactions made through our website.

OTHER AGREEMENTS

The terms and conditions in this Agreement are in addition to any deposit account agreements you have with us, including signature cards, account terms and conditions, schedules, disclosures, and change of terms notices (the "Deposit Agreements"). The terms and conditions in this Agreement are also in addition to any loan or credit agreements you have with us, including documents containing terms and conditions, schedules, and disclosures (the "Loan Agreements"). Further, the terms and conditions in this Agreement are in addition to the terms and conditions of separate ACH agreements, wire transfer agreements, EFTPS tax payment agreements, disclaimers, and terms and conditions posted on our website, as may be amended from time to time, ("Additional Agreements"), and applicable laws and regulations.

JOINT ACCOUNTS

The provisions of this Agreement apply if any of your accounts with us are joint accounts. As a holder of a joint account, you are jointly and severally liable under this Agreement. Each of you acting alone, may perform transactions, obtain information, stop or change payments or transfers, terminate this Agreement or otherwise transact business, take actions or perform under this Agreement. We are not required to obtain the consent of or notify any other joint account holder or you, about the action of the other. However, each of you will only be permitted to access accounts for which you are an owner, joint owner or authorized user.

Each of you individually releases us from liability and agrees not to make a claim or bring any action against us for honoring or allowing any actions or transactions where the person performing the action or transaction is one of you or is otherwise authorized to use Online Banking. Each of you agrees to indemnify us and hold us harmless from any and all liability (including, but not limited to, reasonable attorney's fees) arising from any such claims or actions.

Access to Accounts Via the Internet. Subject to the terms set forth below, we will provide you with our internet service pursuant to which you can access your accounts by computer via the internet through our website using your username and password and providing such other information as may be required by our website to accomplish the following:

- Transfer funds between your deposit accounts.
- Make payments from your deposit accounts to your loan accounts.
- Make payments from your deposit accounts to third parties pursuant to our Online Bill Payment Program described below.
- Transfer funds from lines of credit you have with us to your deposit accounts.
- Get information about your accounts, such as account balances or information on deposits or withdrawals.

We will have no obligation to carry out any transfers or payments unless there are sufficient funds in the pertinent deposit account or any overdraft line of credit on that deposit account. We will promptly provide you with a username, password, the address of our website through which you can access your accounts, and such other information as you will need to participate in our internet service. You can arrange for a change of your password by calling the number set forth below. Please see the Limitations on Frequency of Transfers below.

USER ID AND PASSWORD

You agree to keep your User IDs and passwords confidential to prevent unauthorized access to your accounts and to prevent unauthorized use your Online Banking. You are responsible for any transactions, including charges or fees, made by another person if you provide User IDs or passwords to another person, even if that person is not an account holder. For consumer accounts, such transactions will be deemed to be "authorized transactions" under the EFTA.

Upon five unsuccessful attempts to use your password, your access to Online Banking will be locked. You have the ability to immediately unlock or reset your password following identity verifications. Online Banking will be locked for 24 hours if you cannot provide the required identity information. You may also contact the bank directly for assistance to unlock your Online Banking.

Online Bill Payment Program. Our Online Bill Payment Program requires the execution of a separate written agreement and may involve third party service providers or senders.

- There are no additional charges for our Online Bill Payment Program.

Hardware and Software Requirements. We will promptly provide you with a statement of the computer hardware and software requirements to participate in our internet service. We can change these requirements and will give you advance notice of any such changes. Unless you comply with such changes, you will not be able to participate further in our internet service. You are solely responsible for setting up and maintaining your computer hardware and software and satisfying all hardware and software requirements.

ACCESS/USE OF THE SERVICE

In general, you will only be permitted to access accounts for which you are an owner, joint owner or authorized user. We may, however, in our sole discretion, deny account access or restrict account transactions under certain circumstances.

Once we have verified your account information, we will provide confirmation of our acceptance of your enrollment in Online Banking.

The Bank will not be liable for any damage that you may suffer arising out of use, or inability to use, the services or products provided hereunder. The Bank will not be liable for unauthorized access to the Bank's transmission facilities or premise equipment or for unauthorized access to or alteration, theft or destruction of your data files, programs, procedures or information through accident, fraudulent means or devices, or any other method, regardless of whether such damage occurs as a result of the Bank.

In no event will the Bank be liable for any other damages, including but not limited to, loss of data, loss of revenue or profits, or for any other special, incidental, indirect or consequential damages, arising out of or in connection with the use of Online Banking or the Internet. Access to the services and the Internet cannot be guaranteed. You may be unable to access any Internet Service Provider or the Internet at any given time, and disconnecting may occur from time to time.

Electronic Disclosures and Notices. This Disclosure describes the process that must occur before we can provide you with electronic disclosures and notices (such as by email or website). It also describes your rights in the event you consent to receiving electronic disclosures and notices. First we must inform you as to the computer hardware and software requirements to receive and keep the electronic disclosures and notices. Then we must make an electronic request for your consent. Finally, you must give your consent electronically in response to our request. You understand prior to giving your consent that:

- (1) Your consent applies to disclosures and notices regarding your accounts or our Online Banking service, and it applies to your periodic account statements;
- (2) Unless you consent, you have the right to receive all required disclosures in paper or non-electronic form;
- (3) Even after consent, if you want to receive a paper copy of the disclosure in addition to the electronic disclosure you can obtain one free of charge by calling us;
- (4) You can withdraw your consent at any time by calling us, but such a withdrawal of consent may result in a monthly fee to provide a paper statement; and
- (5) You must promptly provide us with the information (such as an email address) needed to communicate with you electronically and update us as to any changes in such information by calling us.

We reserve the right to provide any disclosures or notices in writing, rather than electronically. Except as otherwise provided in this or other agreements, by law, or on our website, you can give us notices electronically, in writing, in person, or by telephone; however, we reserve the right to have notices confirmed in writing upon request.

Stop-Payment Orders. To be effective, a stop-payment order must be received in time to allow us a reasonable opportunity to act on it, and for some ACH debits must be received at least three banking days before the scheduled date of transfer. To be effective, a stop-payment order must identify the payment sufficiently to allow us a reasonable opportunity to act on it. If the payment is by check, or if the payment is by ACH debit and we give notice at the time an oral stop-payment order is received that written confirmation is required and provide an address where the written confirmation can be sent, an oral stop-payment order is effective for 14 calendar days only, unless confirmed in writing within the 14-day period. Properly signed written stop payment orders are effective for 6 months after date received and will automatically expire after that period unless renewed in writing. With respect to ACH debits, you and we agree to abide by the ACH rules and regulations regarding stop-payment orders.

See bank's current Schedule of Fees and Services for current stop payment fee amount.

Hours of Operation. You ordinarily can participate in our internet service 24 hours a day - 7 days a week. However, we reserve the right to suspend our internet service from time to time as we deem appropriate.

Transaction Posting. Transactions entered on our website on or before 6:00 p.m. Central Time on any business day will be posted on the same day. Transactions entered on our website on weekends, federal holidays or after 6:00 p.m. Central Time on a business day will be posted by the end of the next business day.

However, for the types of transactions noted below, the following alternative cut-off times apply. Transactions received after the noted cut-off time will be posted the following business day:

Wire transfers: 4:00 p.m.

ACH originations: 4:00 p.m.

Assignment and Delegation. We can assign our interest and responsibilities under this agreement, delegate our responsibilities under this agreement, and use independent contractors to perform or assist in the performance of our responsibilities under this agreement, as we deem appropriate.

Limitations on Frequency of Transfers. In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

For security reasons, there may be other limitations on the number of transfers you can make.

SECURITY

Your role in preventing misuse of your accounts through Online Banking is extremely important. You agree to promptly review your periodic statement as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your User ID and password are intended to provide security against unauthorized entry and access to your accounts. Do not leave your computer unattended while you are connected to Online Banking. Data transferred through Online Banking is encrypted in an effort to provide transmission security. Online Banking utilizes identification technology to verify that the sender and receiver of transmissions can be appropriately identified by each other. By combining the latest technology with authenticated access to the server, the Bank makes your Online Banking sessions secure. You must acknowledge, however, that all data transfers, including electronic mail, occur openly on the Internet and could possibly be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Online Banking, or E-Mail transmitted to and from us, will not be monitored or read by others.

LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTY

The Bank will be responsible for acting only on those instructions sent through Online Banking, which are actually received and cannot assume responsibility for malfunctions in communications facilities not under its control that may affect the accuracy or timeliness of messages you send. The Bank is not responsible for any losses or delays in transmission of instructions arising out of the use of any Internet Service Provider or caused by any browser software. Any information you receive from the Bank can only be provided on a best-efforts basis for your convenience and is not guaranteed. The Bank is not liable for any deficiencies in the accuracy, completeness, availability or timeliness of such information or for any investment or other decision made using this information. The Bank is not responsible for any computer virus or related problems that may be attributable to Online Banking or to any services provided by any Internet Services Provider.

YOU AGREE THAT NEITHER THE BANK NOR ANY PERSON OR COMPANY ASSOCIATED WITH THE BANK SHALL BE LIABLE FOR ANY DAMAGE RESULTING FROM YOUR USE OR INABILITY TO USE OUR WEBSITE, THE PRODUCTS OR SERVICES PROVIDED ON OUR WEBSITE, OR THE MATERIALS ON OUR WEBSITE. THIS PROTECTION COVERS CLAIMS BASED ON WARRANTY, CONTRACT, TORT AND ANY OTHER LEGAL THEORY. THIS PROTECTION COVERS THE BANK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL PROVIDERS MENTIONED ON OUR WEBSITE. THIS PROTECTION COVERS ALL LOSSES INCLUDING, WITHOUT LIMITATION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES, PERSONAL INJURY/WRONGFUL DEATH, LOST REVENUE OR PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION.

THE TOTAL LIABILITY OF THE BANK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND PROVIDERS, IF ANY, FOR LOSSES OR DAMAGES SHALL BE LIMITED TO THE AMOUNT OF YOUR ACTUAL DAMAGES, NOT TO EXCEED U.S. \$100.00. THE LIMIT OF LIABILITY MAY NOT BE EFFECTIVE IN SOME STATES. IN NO EVENT SHALL THE BANK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR PROVIDERS BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES OTHER THAN THE AMOUNT DESCRIBED ABOVE. ALL OTHER DAMAGES, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE, RESULTING FROM ANY USE OF OUR WEBSITE OR MATERIALS ARE EXCLUDED EVEN IF THE BANK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

INDEMNIFICATION

If you use or misuse our Online Banking in a way that causes a lawsuit or other claim of injury against the Bank, you have certain responsibilities. You agree to defend, indemnify and hold the Bank harmless from and against any claims, actions or demands, liabilities and settlements. This indemnification also covers the Bank's officers, directors, employees, agents, and suppliers. Your indemnification includes, without limitation, the costs of reasonable legal and accounting fees.

THIRD PARTY SOFTWARE - VIRUS PROTECTION

The Bank makes no representations or warranties regarding the accuracy, functionality, or performance of a third-party software that may be used in conjunction with Online Banking. The Bank is not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their computers and devices using a reliable virus product to detect and remove any viruses. Undetected or unrepaired viruses may corrupt and destroy your programs,

files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers or devices.

JURISDICTION AND VENUE

You agree that the only proper jurisdiction and venue for any dispute with the Bank, or in any way relating to your use of Online Banking, is in the state and federal courts in the State of Minnesota, U.S.A. You further agree and consent to the exercise of personal jurisdiction in these courts in connection with any dispute involving the Bank or its affiliates, employees, officers, directors, agents, and providers.

This Agreement is governed by the internal substantive laws of the State of Minnesota, without respect to its conflict of laws principles, and the federal laws of the United States.

WAIVER

Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and signed by an authorized officer of the Bank and shall not constitute a waiver of any other or subsequent default or breach.

Termination. We can terminate your right to participate in our internet service at any time if you fail to comply with these terms or the terms of your account agreements with us, including any failure to pay a required fee. Either you or we can terminate this agreement without cause upon 30 days advance notice.

Changes in Terms. We can change these terms by giving you notice as required by law. Continued use of our internet service by you after notice of a change in terms constitutes acceptance of the change.

Notices. Notices must be in writing and mailed or hand delivered, except that we can give them to you electronically if you have so consented. Notices to you are effective when given, regardless of whether you receive them. Notices to us are effective only when we actually receive them.

Irreconcilable Conflicts. These terms supersede those of your deposit or loan account agreements to the extent they cannot be reconciled. You expressly waive any deposit account agreement requirements of one or more signatures for withdrawal when using our internet service. Any one of the persons authorized to make withdrawals from your deposit accounts is authorized to make transfers pursuant to our internet service, even if your account agreements provide that multiple signatures are required for withdrawal.

FEES

Except as indicated elsewhere in this or other agreements or disclosures, we do not charge for our Online Banking service.

We can debit any fees to any of your deposit accounts without notice.

DOCUMENTATION

Periodic Statements. You will get a monthly account statement from us for your deposit accounts, unless there are no transfers in a particular month, in which case you will get a statement at least quarterly.

FINANCIAL INSTITUTION'S LIABILITY

Liability for Failure to Make Transfers. If we do not complete a transfer to or from your account on time and in a 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:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line, and the transfer would go over the credit limit.
- (3) If circumstances beyond our control such as interruption of telecommunication service, catastrophic or emergency conditions, or a natural disaster (such as a fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (4) If the funds are subject to legal process or other encumbrance restricting the transfer.
- (5) There may be other exceptions stated in our agreement with you.

Except as expressly required by these terms or otherwise required by law, we will not be liable for any losses or damages resulting from:

- (1) Deficiencies in your computer hardware or software or in your ability or care in using them, or
- (2) Problems relating to your access to the internet.

CONFIDENTIALITY

We can disclose information to third parties about your account or the transfers you make:

- (1) Where it is necessary for completing transfers; or
- (2) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) In order to comply with government agency or court orders; or
- (4) As explained in our separate privacy disclosures.

UNAUTHORIZED TRANSFERS

Consumer Liability. Tell us at once if you believe your code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). We will be liable for all unauthorized transfers unless the unauthorized transfer was due to the loss or theft of your code. If

due to the loss or theft of your code, and you notify us within 60 days of when the unauthorized transfer appears on the statement you can lose no more than \$50 if someone used your code without permission.

If you do NOT notify us within 60 days after the unauthorized transfer appears on your statement, and we prove that we could have stopped someone from using your code without your permission if you had told us within 2 days of when you discover the loss or theft of your code, you could lose as much as \$500 for unauthorized transfers that appear on the statement.

Also, if your statement shows transfers that you did not make including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you or was provided electronically if you consented to receiving the statement that way, you may not get back any money you lost after the 60 days if we prove that we could have stopped someone from taking the money if you had told us in time.

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

Contact in Event of Unauthorized Transfer. If you believe your code has been lost or stolen, call or write us at the telephone number or address listed below. You should also call the number or write to the address listed below if you believe a transfer has been made using the information from your check without your permission.

RIGHT TO BRING CIVIL ACTION

You may bring a civil action against any person violating any provision of Minnesota Statutes section 47.69 (governing consumer privacy and unauthorized withdrawals).

If you prevail in such an action, you may recover the greater of your actual damages or \$500. You may also be entitled to recover punitive damages, your court costs and reasonable attorney's fees.

TIME NEEDED TO COMPLETE TERMINAL TRANSACTIONS

- Transfers between accounts will normally be completed on the same business day, if the transaction occurs before 6:00 p.m. Central Time Monday - Friday.
- Payments made at a terminal will normally be completed and charged to your account on the same business day if the transaction occurs before 6:00 p.m. Central Time.

ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed below, 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 you, or provided electronically to you if you consented to receipt that way, the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) 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.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point of sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your question or complaint in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

MINNWEST BANK

300 SOUTH WASHINGTON, P.O. BOX 439
REDWOOD FALLS, MN 56283

Business Days: Monday through Friday

Excluding Federal Holidays

Phone: 844-MINNWEST (844-646-6937)

MORE DETAILED INFORMATION IS AVAILABLE
ON REQUEST

Electronic Fund Transfers

Your Rights and Responsibilities (for consumer accounts only)

The Electronic Fund Transfers we are capable of handling for consumers are indicated below, some of which may not apply to your account. Some of these may not be available at all terminals. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. Options following a checkbox () only apply if checked. You should keep this notice for future reference.

Types of Transfers, Frequency and Dollar Limitations

(a) Prearranged Transfers.

- Preauthorized credits. You may make arrangements for certain direct deposits to be accepted into your
 - checking savings prepaid account(s)
- Preauthorized payments. You may make arrangements to pay certain recurring bills from your
 - checking savings prepaid account(s)
- Preauthorized payments. See Additional Information.

(b) Telephone Transfers. You may access your account(s) by telephone at 888-616-2265 using a touch tone phone, your account numbers, and personal identification number (PIN) to:

- Transfer funds from checking to savings
- Transfer funds from savings to checking
- Make payment from checking to loan accounts with us
- Get checking account(s) information
- Get savings account(s) information
- Verify the last date and amount of your payroll deposit. Receive fax on account transactions.
- Determine if a check has cleared your account. Obtain balance, loan account, rate and product information.

(c) ATM Transfers. You may access your account(s) by ATM using your MasterCard ATM/Debit Card and personal identification number (PIN) to:

- Get cash withdrawals from checking accounts you may withdraw no more than 500.00 per day
- Get cash withdrawals from savings accounts you may withdraw no more than 500.00 per day
- Transfer funds from savings to checking
- Transfer funds from checking to savings
- Make payments from your deposit accounts to loan accounts
- Get checking account(s) information
- Get savings account(s) information
- Transfer funds from Ready Credit Line to checking account(s)
- If your limit is different, you will be notified

(d) Point-Of-Sale Transfers. Using your card:

- You may access your checking account account(s) to purchase goods (in person, by phone, by computer), pay for services (in person, by phone, by computer), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.
- You may also access your account(s), by entering your card information into one or more mobile digital wallet applications we support through an eligible web-enabled cell phone (or other device) to purchase goods in person, by phone, by computer or pay for services in person, by phone or by computer wherever the mobile wallet is accepted. * The application(s) we support are: Apple Pay, Google Pay and Samsung Pay.
*See your agreement with the application provider for any additional transfer limitations the digital wallet provider may have.

- You may not exceed more than 1,500.00 in transactions per day
- If your limit is different, you will be notified
- You may withdraw cash from your deposit accounts

(e) Computer Transfers. You may access your account(s) by computer by logging onto our website at www.minnwestbank.com and using your user identification and password to:

- Transfer funds from checking to savings
- Transfer funds from savings to checking
- Transfer funds from line of credit to checking or savings

- Make payments from your checking and savings accounts to loan accounts with us
- Make payments from checking to Online Bill Pay (see below for limits)
- Get checking account(s) information
- Get savings account(s) information
- External Transfers- Standard Limits: \$5,000 Max Payment Amount, \$10,000 Max Daily Amount, \$20,000 Max Monthly Amount
- Online Bill Payments- New Customer Limits (1st 30 days of use): \$10,000 Max Payment Amt, \$10,000 Max Daily Amt, \$30,000 Max Monthly Amt. Standard Limits (after 30 days of use): \$50,000 Max Payment Amt, \$150,000 Max Daily Amt, \$300,000 Max Monthly Amt
- Send Money (P2P):-New Customer Limits (1st 30 days of use): \$500 Max Payment Amt, \$1,000 Max Daily Amt, \$2,500 Max Monthly Amt. Standard Limits (after 30 days of use): \$2,500 Max Payment Amt, \$5,000 Max Daily Amt, \$10,000 Max Monthly Amt
- You will be notified if your limits are different for Send Money, Online Bill Payment or External Transfers

(f) Mobile Banking Transfers. You may access your account(s) by web-enabled cell phone by downloading our mobile app and using your user name and password to:

- Transfer funds from checking to savings
- Transfer funds from savings to checking
- Transfer funds from line of credit to checking or savings
- Make payments from your checking and savings accounts to loan accounts with us
- Make payments from checking to Online Bill Pay (see below for limits)
- Get checking account(s) information
- Get savings account(s) information
- Make Mobile Deposits:
 - You cannot deposit more than \$10,000 per day
 - You cannot deposit more than \$10,000 per deposit
 - You will be notified if the limit is different
- External Transfers- Standard Limits: \$5,000 Max Payment Amount, \$10,000 Max Daily Amount, \$20,000 Max Monthly Amount
- Online Bill Payments- New Customer Limits (1st 30 days of use): \$10,000 Max Payment Amt, \$10,000 Max Daily Amt, \$30,000 Max Monthly Amt. Standard Limits (after 30 days of use): \$50,000 Max Payment Amt, \$150,000 Max Daily Amt, \$300,000 Max Monthly Amt
- Send Money (P2P)- New Customer Limits (1st 30 days of use): \$500 Max Payment Amt, \$1,000 Max Daily Amt, \$2,500 Max Monthly Amt. Standard Limits (after 30 days of use): \$2,500 Max Payment Amt, \$5,000 Max Daily Amt, \$10,000 Max Monthly Amt
- You will be notified if your limits are different for Send Money, Online Bill Payment or External Transfers
- You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

(g) Electronic Fund Transfers Initiated By Third Parties. You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third-party transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds. You may:
 - Make electronic payment of charges for checks returned for insufficient funds from your deposit accounts.

Fees

- Except as indicated elsewhere, we do not charge for these electronic fund transfers.

ATM Operator/Network Fees: When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

Documentation

- (a) **Terminal Transfers.** You can get a receipt at the time you make a transfer to or from your account using a(n)
- automated teller machine (ATM)
 - integrated teller machine (ITM)
 - point-of-sale terminal (POS)
- You may not get a receipt if the amount of the transfer is \$15 or less.
- (b) **Preauthorized Credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at the telephone number listed at the end of this document to find out whether or not the deposit has been made.
- (c) **In addition,**
- You will get a monthly account statement from us, unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.

Time Needed to Complete Terminal Transactions

- ◆ Withdrawals made at a terminal will normally be completed and charged to your account on the same business day, if the transaction occurs before 6:00 pm Central Time Monday-Friday
- ◆ Deposits made at a terminal, if available, will normally be credited to your account on the same business day, if the transaction occurs before 6:00 pm Central Time Monday-Friday
- ◆ Transfers between accounts will normally be completed on the same business day, if the transaction occurs before 6:00 pm Central Time Monday-Friday
- ◆ Payments made at a terminal, if available, will normally be completed on the same business day, if the transaction occurs before 6:00 pm Central Time Monday-Friday

Reversal of Point-of-Sale Transactions

- You cannot reverse a point-of-sale transaction.
- You can reverse a point-of-sale transaction by

Payment for goods or services in this manner shall not affect any of the rights, protections, or liabilities in existing law concerning a cash or credit sale made by means other than through the use of a terminal.

Amendments and Termination

We reserve the right to amend any terms in this disclosure and to terminate your card privileges upon giving written notice to you within a reasonable period of time in advance of the effective date of the amendment or termination. You may terminate your card privileges by notifying us and returning your card.

Preauthorized Payments

- (a) **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call or write us at the telephone number or address listed in this disclosure, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

- We charge \$35.00 for each stop payment.

- (b) **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

- (c) **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business

days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Financial Institution's Liability

Liability for failure to make transfers. If we do not complete a transfer 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 enough money in your account to make the transfer.
- ◆ If the transfer would go over the credit limit on your overdraft line.
- ◆ If the automated teller machine where you are making the transfer does not have enough cash.
- ◆ If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- ◆ If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- ◆ There may be other exceptions stated in our agreement with you.

Confidentiality

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) if you give us written permission.
 - as explained in the separate Privacy Disclosure.

Unauthorized Transfers

(a) Consumer Liability. Tell us at once if you believe your card and/or code has been lost or stolen, or (if your account can be accessed by check) if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all of the money in your account (plus your maximum line of credit). We will be liable for all unauthorized transfers unless the unauthorized transfer was due to the loss or theft of your card and/or code. If due to the loss or theft of your card and/or code, and you notify us within 60 days of when the unauthorized transfer appears on the statement (or for a prepaid account where no statement is sent, within 60 days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared) you can lose no more than \$50 if someone used your card and/or code without permission.

If you do **NOT** notify us within 60 days after the unauthorized transfer appears on your statement, (or for a prepaid account where no statement is sent, within 60 days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared) and we prove that we could have stopped someone from using your card and/or code without your permission if you had told us within 2 days of when you discover the loss or theft of your card and/or code, you could lose as much as \$500 for unauthorized transfers that appear on the statement (or for a prepaid account where no statement is sent, on the electronic or written history).

Also, if your statement (or for a prepaid account where no statement is sent if your electronic history or written history) shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was transmitted to you (or for a prepaid account where no statement is sent, 60 days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared), you may not get back any money you lost after the 60 days if we prove that we could have stopped someone from taking the money if you had told us in time.

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

Mastercard® Debit Card.

◆ Additional Limits on Liability for MasterCard ATM/Debit card. You will not be liable for any unauthorized transactions using your Mastercard debit card if: i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. This additional limit on liability does not apply to a prepaid card until such time as the prepaid card is registered with us and we have completed our customer identification program requirements. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

See additional information on the Minnwest Bank Card Agreement. The Minnwest Bank Card Agreement will be mailed to you with the new card.

(b) Contact in event of unauthorized transfer. If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed at the end of this disclosure. You should also call the number or write to the address listed at the end of this disclosure if you believe a transfer has been made using the information from your check without your permission.

Right to Bring Civil Action

You may bring a civil action against any person violating any provision of Minnesota Statutes § 47.69 (governing consumer privacy and unauthorized withdrawals).

If you prevail in such an action, you may recover the greater of your actual damages or \$500.00. You may also be entitled to recover punitive damages, your court costs and reasonable attorney's fees.

Error Resolution Notice

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed below, 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.

- (1) Tell us your name and account number (if any).
- (2) 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.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days involving a Visa® point-of-sale transaction, other than an anonymous Visa prepaid card transaction, processed by Visa or 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days involving a Visa point-of-sale transaction, other than an anonymous Visa prepaid card transaction, processed by Visa or 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

Institution

Minnwest Bank

300 S Washington PO Box 439

Redwood Falls, MN 56283

Phone#: 1-844-MINNWEST (646-6937)

Email: customerservice@minnwestbankgroup.com

Moneyline #: 888-616-2265

www.minnwestbank.com

Business Days - For purposes of the electronic funds transfer disclosures, our business days are Monday through Friday. Federal Holidays are not included. Computer and Moneyline available 24 hours a day, 7 days a week.

Additional Information

Preauthorized payments. You may make arrangements to pay certain individuals or companies from your checking account. Third party payments processed through the Automated Clearing House (ACH), or similar system, may take up to six business days between setup and the first payment.

Currency Conversion and Cross-Border Transaction Fees: If you effect a transaction with your Mastercard ATM/Debit Card in a currency other than US Dollars, Mastercard will convert the charge into a US Dollar amount. The Mastercard currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by Mastercard. The exchange rate Mastercard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account. Mastercard charges us a Currency Conversion Assessment of 20 basis points (0.2% of the transaction) for performing the currency conversion. In addition, Mastercard charges us an Issuer Cross-Border Assessment of 90 basis points (0.9% of the transaction) on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction process through the Global Clearing Management System or the Mastercard Debit Switch in which the country of the merchant is different than the country of the cardholder.

Advisory Against Illegal Use: You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

Health Savings Accounts (HSAs): We permit some electronic fund transfers to and/or from your HSA. The electronic fund transfers we permit are offered for the convenience of managing your HSA. However, electronically moving funds to or from your HSA - for example, depositing more than the allowable amount, or getting additional cash back on an HSA debit card transaction - can raise a variety of tax concerns. As a result, before electronically accessing any account you may have with us, it is a good practice to make sure you are using the correct access device (such as a card) or accessing the appropriate account for the transaction. Also, it is your responsibility to ensure the contributions, distributions, and other actions related to your HSA, comply with the law, including federal tax law. As always, we recommend consulting a legal or tax professional if you have any questions about managing your HSA. The terms of this disclosure are intended to work in conjunction with the HSA Agreement provided to you earlier. In the event of a conflict, the terms of the HSA Agreement control. You understand that your HSA is intended to be used for payment of qualified medical expenses. It is your responsibility to satisfy any tax liability resulting from the use of your HSA for any purpose other than payment or reimbursement of qualified medical expenses. We do not monitor the purpose of any transaction to or from your HSA. Nor are we responsible for ensuring your eligibility for making contributions or ensuring withdrawals are used for payment or reimbursement of qualified medical expenses. Refer to your HSA Agreement for more information relating to the use of your HSA.

Minnwest Bank External Transfer Agreement

These terms and conditions (the "Agreement"), between you, the depositor (hereafter "You") and your Financial Institution, Minnwest Bank or its designated third-party processor or service provider ("We", "Us", hereafter "Bank"), authorize the Bank to initiate credit and debit entries (each an "Entry") by means of the Automated Clearing House (ACH) Network pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association and the New England ACH Association (the "Rules") on your behalf. Each Entry shall be pre-authorized and evidenced by a request initiated electronically as described herein, and will be received by a Financial Institution with which You have a deposit relationship (an "External Account")

1. **Transmittal of Requests for Entries By You:** You shall transmit requests for transfers, either credit or debit Entries to External Account via the forms and formats accessible on the Bank's online banking web site (the "Website"). Before You will be permitted to submit any request for an Entry, You will be required to agree to this Agreement, and follow the procedures set forth on the Website to verify that you are authorized to transact business on the relevant External Account.
2. **Security Procedure:**
 1. You and the Bank shall comply with the security procedure requirements with respect to Entries transmitted by You to External Account, as well as those required in connection with the On-line Services generally. You acknowledge that the purposes of such security procedures are for authentication and not to detect an error in the transmission or content of an Entry. No security procedure for the detection of any such error has been agreed upon between the Bank and You. Your verification that the Entry you submit on the Website is your agreement to take full and final responsibility for any and all errors relating to or concerning the Entry.
 2. You are strictly responsible to establish and maintain the procedures to safeguard against unauthorized access to your account and transmission of requests for Entries. You warrant that no individual will be allowed to initiate transfers on Your behalf, in the absence of proper supervision and safeguards, and agree to take all reasonable steps to maintain the confidentiality of the security procedures and all passwords, codes, security devices, and related instructions relating to your account, the Website, the Online Services, or otherwise provided by the Bank. If You believe or suspect that any such information or instructions have been known or accessed by unauthorized persons, You agree to notify the Bank immediately. The occurrence of unauthorized access will not affect any transfers made in good faith by the Bank prior to receipt of such notification plus a reasonable time period thereafter for the Bank to act on such notice.
3. **Compliance with Security Procedure:**
 1. If a request for an Entry (or a request for cancellation or amendment of an Entry) received by the Bank purports to have been transmitted or authorized by You, it will be conclusively deemed effective by the Bank, and the Bank shall initiate the Entry on your behalf and, except as limited by applicable law, You shall be obligated to pay the Bank the amount of such Entry even though the Entry (or request) was not authorized by You, provided the Bank accepted the Entry in good faith and acted in compliance with the security procedure referred to in this Agreement with respect to such Entry. The Bank shall conclusively be deemed to have complied with that part of such procedure if the password entered in connection with the on-line session associated with the initiation of a request for an Entry matches the password associated with Your Account on the Website.
 2. If a request for an Entry (or request for cancellation or amendment of an Entry) received by the Bank was transmitted or authorized by You, You shall pay the Bank the amount of the Entry, whether or not the Bank complied with the security procedure with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if the Bank had complied with such procedure.
4. **Processing, Transmittal and Settlement by the Bank:** Except as provided Section 5 Rejection of Entries, the Bank shall (i) process requests for Entries received from You that comply with this Agreement and the Rules, (ii) create Entries on your behalf, and serve as their Originator, as such is defined in the Rules, (vi) transmit such Entries as an Originating Depository Financial Institution to the applicable Automated Clearing House ("the ACH") acting as an Automated Clearing House Operator, and (iii) settle for such Entries as provided in the Rules. Transfer requests originating from the utilized Financial Institution (the

Bank) account are generally received on the business day following the processing day. Transfer requests originating from an external account (outside of Financial Institution) are generally received on the third business day following the processing day.

5. **Rejection of Entries:** The Bank may reject any request for an Entry which does not comply with the requirements of Section 1, Transmittal of Requests for Entries by You, or Section 2, Security Procedures. The Bank may reject a request for an Entry for any reason, including without limitation any request for an Entry that fails to comply with its account balance obligations under Section 9, The Account, or the security requirements and procedures on the Website or this Agreement. The Bank shall notify You by e-mail to your e-mail account associated with your access to the Website, by telephone, and/or in writing of such rejection no later than the business day such Entry would otherwise have been transmitted by the Bank to the ACH or, its Effective Entry Date. The Bank shall have no liability to You by reason of the rejection of any such request for an Entry, any actual Entry or the fact that such notice is not given at an earlier time than that provided for herein. The Bank may impose restrictions or terminate your ability to participate in the Service in the event of excessive returns or any other practice it deems to constitute a risk. See Section 9, The Account, for information regarding not sufficient funds.
6. **Cancellation or Amendment by You:** You shall have no right to cancel or amend any request for an Entry after its receipt by the Bank. The Website will prompt you to verify the accuracy of each request prior to its transmission to External Account. However, if such request is pending, but not transmitted to the ACH, the Bank shall use reasonable efforts to act on a request by You for cancellation or amendment of an Entry prior to transmitting it to the ACH but shall have no liability if such cancellation is not effected. You shall reimburse the Bank for any and all expenses, losses, or damages the Bank may incur in effecting or attempting to affect any request for an Entry, or the cancellation or amendment of an Entry.
7. **Notice of Returned Entries:** The Bank shall notify You by e-mail to your e-mail account associated with your access to the Website, by telephone, and/or in writing of the receipt of a returned Entry from the ACH no later than within a reasonable time after the Bank receives such notice. Except for an Entry retransmitted by You in accordance with the requirements of Section 1, Transmittal of Entries by You, the Bank shall have no obligation to retransmit a returned Entry to the ACH if the Bank complied with the terms of this Agreement with respect to the original Entry. You shall reimburse the Bank for any and all expenses, losses, or damages the Bank relating to or in connection with any returned Entry.
8. **Payment by You for Entries:** You shall ensure the amount of each Entry transmitted to the ACH, for debit transactions with an External financial institution, by the Bank pursuant to this Agreement, is available in the applicable account at such time on the Settlement Date with respect to such Entry.
9. **The Account:** You shall at all times maintain a balance of available funds in the Account sufficient to cover Your payment obligations under this Agreement. In the event there are not sufficient available funds in the Account to cover Your obligations under this Agreement, You agree that the Bank may, without prior notice or demand, debit any account maintained by You with the Bank or any affiliate of the Bank or that the Bank may set off against any amount it owes to You, in order to obtain payment of Your obligations under this Agreement. The Bank will not re-attempt to debit the account if there are not sufficient funds. If there are not sufficient funds and you are transferring to a loan account, you must arrange for an alternative method of payment. Your depository financial institution may charge a fee if the attempt to debit is unsuccessful.
10. **Account Reconciliation:** Entries transmitted by the Bank or credited to a Receiver's account maintained with the Bank will be reflected on Your periodic statement issued by the Bank with respect to the Account pursuant to the agreement between the Bank and You. You agree to notify the Bank promptly of any discrepancy between Your records and the information shown on any periodic statement. If You fail to notify the Bank of any discrepancy within sixty (60) days of mailing (or in the case of e-Delivery, making available by the Bank) of a periodic statement containing such information, You agree that the Bank shall not be liable for any other losses resulting from Your failure to give such notice or any loss or interest or any interest equivalent with respect to an Entry shown on such periodic statement, and You shall be precluded from asserting such discrepancy against the Bank, except as limited by applicable law. Notwithstanding the foregoing, in the event of a conflict or inconsistency between this Agreement, or your deposit Agreement with the Bank, Your Deposit Agreement shall control.
11. **Your Representations and Agreements; Indemnity:** With respect to each and every request for an Entry initiated by You, You represent and warrant to the Bank and agrees that (a) You are authorized to initiate such request for an Entry and hereby authorize the Bank to initiate each Entry requested by you to initiate the crediting or debiting of the External Account on the Transfer Date shown on such request for an Entry,

in the amount provided (b) such authorization is operative at all relevant times, including without limitation (i) at the time you establish the pre-authorization on the Website, (ii) at the time you request an Entry, and (iii) at the time of transmittal or debiting by the Bank as provided herein, (c) requests for Entries transmitted to External Account by You are limited to those types of Credit Entries set forth in Section 1, Transmittal of Entries by You, (d) You shall perform Your obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by OFAC, (e) You shall be bound by and comply with the Rules as in effect from time to time, including, without limitation, the provision making payment of an Entry by the Receiving Depository Financial Institution of final settlement for such Entry, and (f) You shall comply with and perform all of your obligations described in any other applicable Agreement. You specifically acknowledge that You have received notice of the Rule regarding provisional payment and of the fact that, if such settlement is not received, the Receiving Depository Financial Institution shall be entitled to a refund from the Receiver of the amount credited and You shall not be deemed to have paid the Receiver the amount of the Entry. You shall indemnify the Bank against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach or any of the foregoing representations or agreements.

12. Bank Responsibilities, Liability, Limitations on Liability; Indemnity: In the performance of the services required by this Agreement, the Bank shall be entitled to rely solely on the information, representations and warranties provided by You pursuant to this Agreement, and any other applicable agreement or authorization provided by You, and shall not be responsible for the accuracy or completeness thereof.

THE BANK SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE SERVICES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, AND SHALL BE LIABLE ONLY FOR ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING THOSE SERVICES. The Bank shall not be responsible for Your acts or omissions (including, without limitation, the amount, accuracy, timeliness or transmittal or authorization of any request for Entry received from You) or those of any other person, including without limitation any Federal Reserve Bank, Automated Clearing House or Receiving Depository Financial Institution (including without limitation the return of an Entry by the applicable Receiver or Receiving Depository Financial Institution), and no such person shall be deemed the Bank's agent. You agree to indemnify the Bank against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any claim or any person that the Bank is responsible for any act or omission of You or any other person described in this Section 12(a).

1. IN THE EVENT OF THE BANK'S LIABILITY, THE BANK SHALL BE LIABLE ONLY FOR YOUR ACTUAL DAMAGES; IN NO EVENT SHALL THE BANK BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHICH YOU MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN OR CONTEMPLATED BY THE BANK AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY OF LIABILITY WHICH YOU MAY ASSERT, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM THE BANK'S ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT.
 2. Without limiting the generality of the foregoing provisions, the Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond the Bank's reasonable control. In addition, the Bank shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in the Bank's having the present or future Federal Reserve guidelines or in the Bank's reasonable judgment otherwise violating any provision of any present or future risk control program of the Bank, the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.
 3. Subject to the foregoing limitations, the Bank's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Financial Institution of New York for the period involved. At the Bank's option, payment of such interest may be made by crediting the Account resulting from or arising out of any claim of any person that the Bank is responsible for any act or omission of You or any other person described in Section 12(a).
13. Inconsistency of Name and Account Number: You acknowledge and agree that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by the Bank to the Receiving Depository Financial Institution may be made by the Receiving Depository Financial

Institution on the basis of the account number supplied by You, even if it identifies a person different from the named Receiver, and that Your obligation to pay the amount to the Entry to the Bank is not excused in such circumstances.

14. Notifications of Change: The Bank shall notify You of all notifications of change received by the Bank relating to requests for Entries transmitted by You by e-mail to your e-mail account associated with your access to the Website, by telephone, and/or in writing within a reasonable time after the receipt thereof.
15. Amendments: From time to time the Bank may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any business day. Such amendments shall become effective upon receipt of notice by You or such later date as may be stated in the Bank's notice to You.
16. Notices, Instructions, Etc.:
 1. Except as otherwise expressly provided herein, the Bank shall not be required to act upon any notice or instruction received from You or any other person, or to provide any notice or advice to You or any other person with respect to any matter.
 2. The Bank shall be entitled to rely on written notice or other written communication (including without limitation electronic information entered on the Website) believed by it in good faith to be genuine and to have been authorized by You, and any such communication shall be conclusively deemed to have been signed by You.
17. Evidence of Authorization: You agree that your authorization provided on the Website is conclusive evidence that with regard to each request for an Entry, You authorize and are empowered to authorize the Bank to submit Entries on your behalf, and that you are and continue to be authorized to transact business on each External Account, for which You have established a pre-authorization. In addition, You shall obtain all consents and authorizations required under the Rules and shall retain such consents and authorizations for two (2) years after they expire.
18. Cooperation in Loss Recovery Efforts: In the event of any damages for which the Bank or You may be liable to each other or a third party pursuant to the services provided under this Agreement, The Bank and You will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elect to pursue against a third party.
19. Termination: You may terminate this Agreement at any time. Such termination shall be effective on the second business day following the day of the Bank's receipt of written notice of such termination or such later date as is specified in that notice. The Bank reserves the right to terminate this Agreement immediately upon providing written notice of such termination to You. Any termination of this Agreement shall not affect any of the Bank's rights and Your obligations with respect to Entries initiated by You prior to such termination, or Your payment obligations with respect to services performed by the Bank prior to termination, or any other obligations that survive termination of this Agreement.
20. Entire Agreement: This Agreement is the complete and exclusive statement of the agreement between the Bank and You with respect to the subject matter hereof and supersedes any prior agreement(s) between the Bank and You with respect to the subject matter. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which the Bank is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and the Bank shall incur no liability to You as a result of such violation or amendment. No course of dealing between the Bank and You will constitute a modification of this Agreement, the Rules, or the security procedures or constitute an agreement between the Bank and You regardless of whatever practices and procedures the Bank and You may use.

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

MINNWEST BANK MOBILE BANKING AGREEMENT

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS (the "Agreement") CAREFULLY. THEY GOVERN YOUR ACCESS AND USE OF OUR MOBILE BANKING APP (the "Service").

This Agreement between you and Minnwest Bank governs the use of the Service. The Service permits Minnwest Bank customers to perform several banking functions on linked accounts, which may change from time to time. To make this Agreement easier to understand Minnwest also uses the following personal pronouns: "You" and "your" means the person or persons that use or receive the Services and any joint or other authorized Accountholder or authorized party on the Account and their successors and assignees.

"We," "us," and "our" means Minnwest Bank and its agents, processors, affiliates, representatives, successors, and assignees.

THIS AGREEMENT CONTAINS IMPORTANT LIMITATIONS ON MINNWEST'S LIABILITY AND DISCLAIMERS OF WARRANTIES. PLEASE READ IT IN ITS ENTIRETY.

The Services and any related Software ("Software") provided by Minnwest Bank ("Minnwest") may be accessed by a supportable mobile device including, without limitation, a cellular phone, smart phone, tablet or other mobile device that satisfies the hardware and software requirements specified by Minnwest from time to time ("Device") and work in combination with your Device's text messaging capabilities. By consenting to and participating in the Services or using the Software, you are agreeing to (i) the following terms and conditions ("Minnwest Bank Mobile Banking Agreement") together with (ii) the terms and conditions of Minnwest's Online Banking Agreement ("Online Banking Agreement") and Minnwest's Mobile Deposit Agreement, as amended from time to time, in addition to any other terms and conditions to which you have previously agreed with respect to the underlying electronic banking and bill pay services of which the Services are a part. Minnwest in its discretion may modify this Mobile Banking Agreement at any time without prior notice to you, except as may be required by law. By continuing to use the Services after the effective date of any such change, you confirm your agreement to such change. Standard messaging charges apply.

General Terms and Conditions:

Minnwest offers its customers mobile access to their account information (e.g., for checking balances and recent transactions) over the Short Message Service ("SMS") or through a downloadable application or mobile browser. The Services are offered as a convenience and supplemental service to Minnwest's Online Banking Service. They are not intended to replace your access to the Online Banking Service with Minnwest from your personal computer or other methods you use for managing your accounts and services with Minnwest. You acknowledge that by utilizing the Services using your Device, you are deemed to be accessing Minnwest's website and that all terms and conditions within the Online Banking Agreement related to access of the website apply. This Mobile Banking Agreement is a supplement to the Online Banking Agreement, and the Services shall be considered part of the Online Banking Service for purposes of the Online Banking Agreement. Not all functions that are described in your Online Banking Agreement available as Online Banking Services may be available with these Services. In the event of a specific conflict between the terms of this Mobile Banking Agreement and your Online Banking Agreement relating to the Services, the terms of this Mobile Banking Agreement shall prevail. To enroll, you must identify your banking relationship with Minnwest and provide a mobile phone number. Minnwest will verify the mobile phone number by sending an SMS message to that number containing a verification code, which you must enter on the Minnwest website. Standard messaging charges apply. You may opt out of this program at any time.

You agree to accept responsibility for learning how to use the Services in accordance with any instructions provided. You agree that you will contact Minnwest directly if you have any problems with the Services. In the event the Services are modified in any way, you are responsible for making sure you understand how to use the Services as modified. You also accept responsibility for making sure that you know how to properly use your Device. Minnwest will not be liable to you for any losses caused by your failure to properly use the Services or your Device. You can contact us at [Customer Service Support | Minnwest Bank | Contact Us](#) or 844-MINNWEST (844-646-6937). We can answer any questions you have about the program.

The Services and/or Software may not be available anytime for any reason outside of the reasonable control of Minnwest or any service provider. Minnwest reserves the right to limit the types and number of accounts eligible for the Services and the right to refuse to make any transaction you request through the Services. Minnwest, in its sole discretion, may also modify the scope of the Services provided at any time without prior notice to you, except as may be required by law. The Services may not be accessible or may have limited utility overcome network carriers. In addition, the Services may not be supportable for all Devices. Minnwest

cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues.

Minnwest may offer additional Services and features in the future. Any such added Services and features will be governed by this Mobile Banking Agreement, the Online Banking Agreement and by any terms and conditions provided to you at the time the new Service or feature is added and/or at the time of enrollment for the feature or Service, if applicable.

Other Agreements. In addition to the Online Banking Agreement, this Mobile Banking Agreement is in addition to the Mobile Deposit Agreement and any deposit account agreements you have with us, including signature cards, account terms and conditions (person-to-person transfers, account-to-account transfers, Bill Pay, etc.), schedules, disclosures, and change of terms notices ("Deposit Agreements"). This Mobile Banking Agreement is also in addition to any loan or credit agreements you have with us, including documents containing terms and conditions, schedules, and disclosures ("Loan Agreements"). Further, this Mobile Banking Agreement is in addition to any other terms or conditions related to any other services we provide to you, as well as the terms and conditions posted on our website, as may be amended from time to time, and applicable laws and regulations.

You agree that, when you use the Services, you remain subject to the terms and conditions of your existing agreements with any service providers unaffiliated with Minnwest, including, but not limited to, your mobile service provider and that this Mobile Banking Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which may impact your use of the Services (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with the Services), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Representations and Warranties. You represent and agree that all information you provide to Minnwest in connection with the Services is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using the Services. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Device you use to access the Services.

User Security. In addition to taking the security precautions described in the Online Banking Agreement, you agree to comply with any additional security procedures that Minnwest may establish from time to time in connection with the Services. By complying with any such security procedures, you agree that such security procedures are commercially reasonable. Our security features may require special hardware, software or third-party services. They may also include the activation of certain internet browser software features, plug-ins or add-ons. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using the Services. You agree not to leave your Device unattended while logged into the Services and to log off immediately at the completion of each session. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons' access to your Device or to use your Device, login information, or other means to access the Services, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your accounts. If you believe your Device, login information, or other means to access the Services has been lost, stolen or otherwise compromised, or that someone has transferred or may transfer funds from your account without your authorization, please contact us immediately. The terms of this Mobile Banking Agreement, your applicable Deposit Agreement(s) or other agreements with us, and applicable law, shall govern loss allocation under such circumstances.

Privacy and User Information. You acknowledge that in connection with your use of the Services, Minnwest and its affiliates and service providers, including Q2 eBanking and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Services or Software (collectively "User Information"). Minnwest and 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 the 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.

Minnwest and its affiliates and service providers also reserve the right to monitor use of the Services and Software for purposes of verifying compliance with the law, this Mobile Banking Agreement, the Minnwest Mobile Deposit Agreement, the Online Banking Agreement, and any applicable license, but disclaim any obligation to monitor, filter, or edit any content. You assume all risk that any communications or other information sent through, received by, or stored in your Device may be accessed by unauthorized third parties. Such communications and information may include your name and information pertaining to your account(s) with us and may not be encrypted.

Privacy and User Information – Data Analytics. You acknowledge that in connection with your use of Mobile Banking, Minnwest Bank and its affiliates and service providers, including Q2 eBanking and its affiliates, may receive data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking or the Software. Minnwest Bank and 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 Mobile Banking, perform analytics to improve the service, 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. Mobile App Privacy Policy:

<https://www.minnwestbank.com/mobileprivacypolicy?hsLang=en>.

Fingerprint and Facial Recognition Logins for Mobile Banking (“Biometric Logins”). Fingerprint and Facial Recognition Logins are sign-in methods for Minnwest Bank Mobile Banking that may be available for certain Android® and iPhone® mobile devices that have a built-in capabilities. To use these Biometric Logins, you will need to first save your fingerprint or face on your mobile device (for more help with scanning, contact the manufacturer that supports your mobile device). Biometric Logins are stored on your device only and Minnwest Bank never sees or stores this information. You acknowledge that by enabling the Biometric Logins, you will allow anyone who has a Biometric Login stored on your device access to your personal and payment account information within Minnwest Bank Mobile Banking. Minnwest Bank reserves the right to suspend or disable this feature at any time. Biometric Logins can only be associated with one Mobile Banking username at a time on a device. If your device does not recognize your Biometric Login, you can sign in using your standard login credentials (e.g. password). To use Biometric Logins for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Biometric Logins anytime within Minnwest Bank Mobile Banking. Android is a registered trademark of Google, Inc. iPhone is a registered trademark of Apple, Inc.

Limitation of Liability and Disclaimer of Warranty. In addition to the limitations of liability and disclaimers of warranty set forth in the Online Banking Agreement, Minnwest is not responsible for any losses or delays in transmission of instructions arising out of the use of any mobile services provider or caused by any Device. Minnwest is not responsible for any virus or related problems that may be attributable to the Services or to any services provided by any mobile services provider or Device.

YOU AGREE THAT NEITHER MINNWEST NOR ANY PERSON OR COMPANY ASSOCIATED WITH MINNWEST SHALL BE LIABLE FOR ANY DAMAGE RESULTING FROM YOUR USE OR INABILITY TO USE YOUR DEVICE OR THE SERVICES. THIS PROTECTION COVERS CLAIMS BASED ON WARRANTY, CONTRACT, TORT AND ANY OTHER LEGAL THEORY. THIS PROTECTION COVERS MINNWEST, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL OF ITS SERVICE PROVIDERS. THIS PROTECTION COVERS ALL LOSSES INCLUDING, WITHOUT LIMITATION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES, PERSONAL INJURY/WRONGFUL DEATH, LOST REVENUE OR PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION. THE TOTAL LIABILITY OF MINNWEST, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND PROVIDERS, IF ANY, FOR LOSSES OR DAMAGES SHALL BE LIMITED TO THE AMOUNT OF YOUR ACTUAL DAMAGES, NOT TO EXCEED U.S. \$100.00. THE LIMIT OF LIABILITY MAY NOT BE EFFECTIVE IN SOME STATES. IN NO EVENT SHALL MINNWEST, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SERVICE PROVIDERS BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES OTHER THAN THE AMOUNT DESCRIBED ABOVE. ALL OTHER DAMAGES, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE, RESULTING FROM ANY USE OF THE SERVICES ARE EXCLUDED EVEN IF MINNWEST, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification. If you use or misuse the Services or your Device in a way that causes a lawsuit or other claim of injury against Minnwest, you have certain responsibilities unless such lawsuits or claims result from Minnwest’s misconduct or gross negligence. You agree to defend, indemnify and hold Minnwest harmless from

and against any claims, actions or demands, liabilities and settlements. This indemnification also covers Minnwest's officers, directors, employees, agents, and suppliers. Your indemnification includes, without limitation, the costs of reasonable legal and accounting fees.

Restrictions on Use. You agree that the Services are only for the use of individuals authorized to access your account information. You agree not to make any commercial use of the Services or resell, lease, rent or distribute access to the Services. You agree not to use the Services and Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and that the Services and Software will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use the Services and Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Minnwest (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Minnwest or any third-party service provider involved in the provision of the Services; or (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or Services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Minnwest, any third-party service provider involved in providing the Services, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Q2 eBanking or any third party. You agree that you will not attempt to: (i) access any Software or Services for which your use has not been authorized; or (ii) use or attempt to use a third party's account; or (iii) interfere in any manner with the provision of the Services or Software, the security of the Services or Software, or other customers of the Services or Software, or otherwise abuse the Services or Software.

Termination. You may uninstall the Service from your Mobile Device at any time. This cancellation applies only to the Service and does not terminate your Minnwest deposit accounts or credit facilities. Minnwest may terminate the Service at any time, with or without notice to you.

BY CHECKING THE BOX BELOW OR PARTICIPATING IN THE SERVICES OR USING THE SOFTWARE, YOU ARE AGREEING TO (I) THIS MOBILE BANKING AGREEMENT, TOGETHER WITH (I) THE TERMS AND CONDITIONS OF THE ONLINE BANKING AGREEMENT.

Card Controls Additional Terms.

The following supplemental Terms of Use ("Supplement") applies to the card controls feature ("Card Controls") within the Mobile Banking mobile application ("Mobile Banking App"), notwithstanding anything in the Agreement to the contrary. The Supplement only applies to Card Controls. If Card Controls are not available to you, then this Supplement does not apply. To the extent there is any conflict between the terms of the Agreement and this Supplement with respect to Card Controls, then the terms in this Supplement shall apply.

1.The Card Controls feature is only available for debit cards issued by Minnwest Bank that you register within the Mobile Banking App.

2.The Card Controls alerts and controls you set through use of the Mobile Banking App may continue to apply, even if you delete the Mobile Banking App or remove it from your mobile device. Please contact Minnwest Bank to discontinue the alerts and controls.

3.Certain Card Control functionality within the Mobile Banking App may not be available for all transactions. Controls and alerts based on the location of the mobile device where the Mobile Banking App is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-

not-present transactions or transactions where the actual location of the merchant differs from the merchant's registered address.

4. Card Controls may enable access to Minnwest Bank and third parties' services and websites, including GPS locator websites, such as Google's. Use of such services may require Internet access and that you accept additional terms and conditions applicable thereto.

5. To the extent this Mobile Banking App allows you to access third party services, Minnwest Bank, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.

6. THE MOBILE BANKING APP, THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE MOBILE BANKING APP OR THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE PROHIBITED BY STATE LAW.

7. Limitation of Liability. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE MOBILE BANKING APP AND THE SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES THAT IS CAUSED BY OR ARISES OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE MOBILE BANKING APP, OR THE SERVICES, OR THE WEBSITES THROUGH WHICH THE MOBILE BANKING APP OR THE SERVICE OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM, ARISING FROM OR RELATED TO THE MOBILE BANKING APP, THE SERVICES OR THE WEBSITE THROUGH WHICH THE APP OR THE SERVICES IS OFFERED, THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND LICENSORS AND CONTRACTORS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

8. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of law's provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

Minnwest Bank Alerts Terms and Conditions

The following Alerts terms and conditions ("Alerts Terms of Use") only apply to the Alerts feature (as defined below). If Alerts are not available to you, then this Alerts Terms of Use does not apply. To the extent there is any conflict between the terms of the Agreement and this Alerts Terms of Use with respect to Alerts, then the terms in this Alerts Terms of Use shall apply.

Alerts. Your enrollment in Minnwest Bank Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Minnwest Bank account(s). Alerts are provided within the following categories:

- **Mandatory Alerts** provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- **Account Alerts** provide you with notification of important account activities or when certain changes are made to your Service accounts. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- **Additional Alerts** must be activated by you to be enabled. These Additional Alerts can be accessed within Minnwest Bank Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time or cancel old Alerts. We usually notify you when we cancel Alerts but are not obligated to do so. Minnwest Bank reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery. We may provide Alerts through one or more channels ("EndPoints"): (a) a mobile device, by text message; (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Minnwest Bank Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop Alerts via text message, text "STOP" in response to the alert text message at any time. Alerts sent to your primary email address will be unaffected by this action. For help with SMS text alerts, text "HELP" in response to the alert text message. In case of questions please contact customer service at 844-646-6937. Our participating carriers include (but are not limited to) AT&T®, T-Mobile®, U.S. Cellular®, Verizon Wireless®.

Limitations. Minnwest Bank provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Minnwest Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Minnwest Bank, its directors, officers, employees, agents and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole deposit or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

TERMS OF USE AND ESIGN CONSENT

ClickSWITCH by Q2

These Terms of Use (the "Terms") set forth the terms and conditions that govern your access and use of the ClickSWITCH service, an automatic transaction switching service (the "Service") provided by Q2 Software, Inc. ("Q2") for moving or setting up automatic transactions at your Minnwest Bank account(s). By enrolling in or using this Service, you agree to be bound by the Terms, as may be amended from time to time as provided for in Section 18 below.

1. Account Switch Service. The Service is a personal finance management service that allows you to move your automatic transactions from accounts at existing financial institutions ("Existing Financial Institutions") to your accounts at Minnwest Bank ("Minnwest Bank") or set up new automatic transactions (including online payments, automated payments and direct deposits) at Minnwest Bank. The Service is provided to you by Q2 without charge. The term "you" or "your" refers to you and, if applicable, the company or legal entity that you represent. The term "we", "us" or "our" refers to Q2.

2. Privacy and your Personal Information. We care about the privacy of our users. You understand that by using the Service you consent to the collection, use and disclosure of your personally identifiable information and other information as set forth in our [Privacy Policy](#), and to have such information collected, used, transferred to and processed in the United States. Neither Q2 nor Minnwest Bank can guarantee that unauthorized third parties will never be able to defeat our security measures. You acknowledge that you provide your information at your own risk.

3. Account Information from Existing Financial Institutions. With the Service, to the extent the Switch Assist feature of the Service is enabled, you may direct Q2 to retrieve your information, including without limitation, data, passwords, usernames, PINs, log-in information, materials and other content ("Account Information"), maintained online by Existing Financial Institutions with which you have customer relationships, maintain accounts or engage in financial transactions. Q2 works with one or more online financial service providers ("Third Party Providers") under contract to access this Account Information. By using this feature of the Service, you expressly authorize Q2 and such Third-Party Providers to access and use this Account Information for purposes of providing the Service. Q2 makes no effort to review the Account Information for any purpose, including but not limited to accuracy, legality or non-infringement.

Q2 and its Third-Party Providers cannot always foresee or anticipate technical or other difficulties which may result in failure to obtain Account Information or loss of Account Information, personalization settings or other service interruptions. Q2 cannot and does not assume responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any Account Information, communications or personalization settings. For example, when displayed through the Service, Account Information is only as current as the session in which it is accessed, which reflects when the Account Information is obtained from the Existing Financial Institutions. Such Account Information may be more up-to-date when obtained directly from the relevant Existing Financial Institutions. You can refresh your Account Information through the Service, in the manner prescribed in the associated instructions.

4. Your Responsibilities and Agreements. You may not access or use the Service if you are not of legal age to form a binding contract with Q2. If you access or use the Service, you represent that you have the capacity to be bound by these Terms or, if you are acting on behalf of a company or legal entity, that you have the authority to bind such company or legal entity. You agree (i) you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by these Terms or by any applicable law or regulation, (ii) that use of the Service is at your sole risk, that any material and/or data downloaded or otherwise obtained through the use of the Service is at your own discretion and risk and that you will be solely responsible for any damages, including without limitation damage to your computer system or loss of data that results from the download of such material and/or data, (iii) you will not use the Service in a European Union Member State, (iv) you are not a citizen of a European Union Member State, and (v) to use the Service only for permitted uses described in Section 6 and otherwise in accordance with the Terms and any one-line user instructions.

Accurate records enable Q2 to provide the Service to you. In order to use the Service, you must provide true, accurate, current and complete Account Information about your accounts maintained at Existing Financial Institutions, as requested in our "add account" setup forms, and you may not misrepresent your Account Information. In order for the Service to function effectively, you must also keep your Registration Information (as defined below) up to date and accurate. If you do not do this, the accuracy and effectiveness of the Service to you will be affected.

5. Protecting Your Registration Information. You agree and understand that you are responsible for maintaining the confidentiality of your Q2 password which, together with your login ID allows you to access the Service. That login ID and password, together with your email address and any mobile number or other contact information you provide form your "Registration Information." It is your responsibility to update or change your Registration Information, as appropriate. Notices will be provided in HTML (or, if your system does not support HTML, in plain-text) in the text of the

e-mail or through a link to the appropriate page on our site, accessible through any standard, commercially available internet browser. If you become aware of any unauthorized use of your Registration Information, you agree to notify Q2 immediately at **866-410-6761, option 2**.

6. Your Use of the Service. You may access and use the Service solely for the purpose of facilitating the transfer of your automatic transactions (including online payments, automated payments and direct deposits) from accounts at Existing Financial Institutions to your accounts at Minnwest Bank, or to perform the initial setup of your automatic transactions (including online payments, automated payments and direct deposits) at Minnwest Bank.

You may download or print a copy of the information provided on the Service for your personal, internal and non-commercial use only. Any distribution, reprint or electronic reproduction of any content from the Service in whole or in part for any other purpose is expressly prohibited without our prior written consent.

Your access and use of the Service may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair or other actions that Q2 or Minnwest Bank, in their sole discretion, may elect to take.

7. Use with Your Access Device. Use of this Service may be available through your computer or access device, and Internet provider. You agree that you are solely responsible for any requirements, including any applicable changes, updates and fees or terms of your access device and telecommunications provider. Q2 AND MINNWEST BANK MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICE AT ANY TIME OR FROM ANY LOCATION; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICE.

8. Online Alerts. Q2 may from time to time provide automatic alerts and voluntary account-related alerts to inform you of the status of the account and transaction switch service. By providing us with your e-mail address, you agree to receive all required notices electronically, to that e-mail address. Electronic alerts will be sent to the email address you have provided as your primary email address for the Service. If your email address or your mobile device's email address changes, you are responsible for informing us of that change. Changes to your email address will apply to all of your alerts. Because alerts are not encrypted, we will never include your password. However, alerts may include your login ID and some information about your accounts. Anyone with access to your email will be able to view the content of these alerts. At any time, you may disable future alerts.

Automatic alerts may be sent to you following certain changes made online to your account, such as a change in your Registration Information. Q2 may from time to time provide automatic alerts and voluntary account-related alerts. Voluntary account alerts may be turned on by default as part of the Service. They may then be customized, deactivated or reactivated by you. These alerts allow you to choose alert messages for your accounts. Q2 may add new alerts from time to time or cease to provide certain alerts at any time upon its sole discretion. Each alert has different options available, and you may be asked to select from among these options upon activation of your alerts service. You understand and agree that any alerts provided to you through the Service may be delayed or prevented by a variety of factors. Q2 endeavors to provide alerts in a timely manner with accurate information. However, we neither guarantee the delivery nor the accuracy of the content of any alert. You also agree that neither Q2 nor Minnwest Bank shall be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

9. Disclaimer of Representations and Warranties. THE CONTENT AND ALL SERVICES AND PRODUCTS ASSOCIATED WITH THE SERVICE OR PROVIDED THROUGH THE SERVICE ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS. Q2 MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE CONTENT OR OPERATION OF THE SERVICE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. Q2 MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE CONTENT OR OF THE SERVICE, AND EXPRESSLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR FITNESS FOR A PARTICULAR PURPOSE. Q2 MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE THAT THE CONTENT THAT MAY BE AVAILABLE THROUGH THE SERVICE IS FREE OF INFECTION FROM ANY VIRUSES OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, SURREPTITOUSLY INTERCEPT OR EXPROPRIATE ANY SYSTEM, DATA OR PERSONAL INFORMATION.

10. Not a Financial Planner, Broker or Tax Advisor. NEITHER Q2 NOR THE SERVICE IS INTENDED TO PROVIDE LEGAL, TAX OR FINANCIAL ADVICE. Q2 IS NOT A FINANCIAL PLANNER, BROKER OR TAX ADVISOR. The Service is intended only to assist you in your transferring of automatic transaction processing between

your Existing Financial Institutions and Minnwest Bank. Your personal financial situation is unique, and any information and advice obtained through the Service may not be appropriate for your situation. Accordingly, before making any final decisions or implementing any financial strategy, you should consider obtaining additional information and advice from your accountant or other financial advisers who are fully aware of your individual circumstances.

11. Rights You Grant to Q2 in Connection with Switch Assist. By submitting Account Information to Q2 through the Switch Assist feature of the Service, you are licensing the Account Information to Q2 solely for the purpose of providing the Service. Q2 may use and store the Account Information, but only to provide the Service to you and as otherwise provided in the Privacy Policy. By submitting the Account Information to Q2, you represent that you are entitled to submit it to Q2 for use for this purpose, without any obligation by Q2 to pay any fees or other limitations. When you use the Service, you may be directly connected to the website for the Existing Financial Institutions you have identified. Q2 will submit Account Information, including usernames and passwords, that you provide to log you into the site of the Existing Financial Institutions. You hereby authorize and permit Q2 to use and store Account Information submitted by you to the Service to accomplish the foregoing and to configure the Service so that it is compatible with the Existing Financial Institutions' sites for which you submit your information.

12. Power of Attorney. For purposes of these Terms and solely to provide to you the Service, you grant Q2 a limited power of attorney, and appoint Q2 as your attorney-in-fact and agent, to (i) access Existing Financial Institutions' sites, Minnwest Bank's sites, employer sites, benefits provider sites, and payroll provider sites, (ii) retrieve and use your Account Information, and (iii) process the transfer of your automatic transactions from accounts at Existing Financial Institutions to your accounts at Minnwest Bank, in each case with the full power and authority to do and perform each thing necessary in connection with such activities, as you could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN Q2 IS ACCESSING AND RETRIEVING ACCOUNT INFORMATION FROM EXISTING FINANCIAL INSTITUTIONS' SITES, Q2 IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF THE EXISTING FINANCIAL INSTITUTIONS. You understand and agree that the Service is not sponsored or endorsed by any third parties accessible through the Service.

13. Feedback. You agree that Q2 may use your feedback, suggestions, or ideas in any way, including in future modifications of the Service, other products or services, advertising or marketing materials. You grant Q2 a perpetual, worldwide, fully transferable, sub licensable, irrevocable, fully paid-up, royalty free license to use the feedback you provide to Q2 in any way. Q2 will not sell, publish or share your feedback in a way that could identify you without your explicit permission.

14. Intellectual Property Rights. The contents of the Service, including its "look and feel" (e.g., text, graphics, images, logos and button icons), photographs, editorial content, notices, software (including html-based computer programs) and other material are protected under both United States and other applicable copyright, trademark and other laws. The Service and its contents belong or are licensed to Q2. No reproduction, distribution, or transmission of the copyrighted materials of the Service is authorized without the prior written permission of us, except as expressly authorized by these Terms.

15. Access and Interference. You agree that you will not:

- Use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Service or any portion of the Service, without Q2's express written consent, which may be withheld in Q2's sole discretion;
- Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Service, other than the search engines and search agents available through the Service and other than generally available third-party web browsers (such as Microsoft Explorer);
- Post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Service; or
- Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Service.

16. Limitations on Liability. Q2 AND ITS LICENSOR(S) SHALL IN NO EVENT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, REVENUE OR BUSINESS, ARISING IN WHOLE OR IN PART FROM (I) YOUR ACCESS OR USE OF THE SERVICE OR THESE TERMS, (II) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE, (III) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS OR OTHER INACCURACIES IN THE SERVICES, (IV) ANY LATE PAYMENTS, PENALTIES OR OTHER LIABILITIES YOU MAY INCUR AS A RESULT OF MISSED OR LATE PAYMENTS THAT OCCUR IN CONNECTION WITH YOUR USE OF THE SERVICE, INCLUDING FAILURE BY A BILLING ENTITY TO SWITCH YOUR ACCOUNTS, OR (V) UNAUTHORIZED ACCESS TO OR ALTERATION OR LOSS OF YOUR TRANSMISSIONS OR DATA, IN EACH CASE EVEN IF Q2 AND/OR ITS LICENSOR(S) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE

TERMS, Q2'S AND ITS LICENSOR'S AGGREGATE LIABILITY TO YOU FOR ANY CAUSE WHATEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO \$500.00 (FIVE HUNDRED UNITED STATES DOLLARS).

17. Your Indemnification of Q2 and its licensor(s). You agree to defend, indemnify and hold harmless Q2, its parents, subsidiaries, agents, affiliates, customers, vendors, officers and employees, and Minnwest Bank, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including reasonable attorney's fees and cost) arising from: (i) your use of and access to the Service, or any information that is submitted via your Registration Information; (ii) your violation of any term of these Terms; (iii) your violation of any third-party right, including without limitation any right of privacy or intellectual property rights; or (iv) your violation of any applicable law, rule, or regulation. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you agree to cooperate with us in asserting any available defenses.

18. Modifications. Q2 may modify these Terms (including the Privacy Policy) from time to time at its sole discretion. Any and all changes to these Terms will be posted on the Q2 site. You are deemed to accept and agree to be bound by any changes to these Terms (including the Privacy Policy) as of the date when you next access or use the Service after those changes are posted.

19. Termination of your account and the Service. Q2 may terminate or suspend your access and use of the Service in whole or in part and/or your Service account immediately, without prior notice or liability, for any reason or for no reason, including without limitation, if you breach any of the terms or conditions of these Terms. Upon termination of your account, your right to use the Service will immediately cease.

If you wish to terminate your Q2 account for the Service, you may discontinue your use of the Service by calling **866-410-6761, option 2** to express your request, or by sending mail to the following postal address:

Q2 Software, Inc., 10355 Pecan Park Blvd., Austin, TX 78729

All provisions of these Terms, which by their nature should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

20. Governing Law. These Terms, and your relationship with Q2 under these Terms, shall be governed by the laws of the State of Texas without regard to its conflict or choice of law provisions. Further, you and we agree to the jurisdiction of the state and federal courts located in Travis County, Texas to resolve any dispute, claim, or controversy that relates to or arises in connection with these Terms or your use of or access to the Services and is not subject to mandatory arbitration under Section 22.

21. Waiver of Jury Trial and Class Action Waiver. YOU ACKNOWLEDGE AND UNDERSTAND THAT, WITH RESPECT TO ANY DISPUTE WITH Q2, ITS LICENSOR(S), OR EITHER OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES, ARISING OUT OF OR RELATING TO YOUR ACCESS OR USE OF THE SERVICE OR THESE TERMS, YOU HEREBY WAIVE YOUR RIGHT TO HAVE A TRIAL BY JURY. In addition, we and you agree that we and you will resolve any disputes, claims, or controversies on an individual basis, and that any claims brought under these Terms and/or in connection with the Service will be brought in an individual capacity, and not on behalf of, or as part of, any purported class, consolidated, or representative proceeding. We and you further agree that we and you shall not participate in any consolidated, class, or representative proceeding (existing or future) brought by any third party arising under these Terms and/or in connection with the Service. If any court or arbitrator determines that the class action waiver set forth in this section is void or unenforceable for any reason or that arbitration can proceed on a class basis, then the disputes, claims, or controversies will not be subject to arbitration and must be litigated in the state or federal courts located in Travis County, Texas.

22. Arbitration. We and you agree that these Terms affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions (despite the choice of law provision in Section 20 above).

In the event of a dispute, claim, or controversy arising out of or in connection with your access to, and/or use of the Service, and/or the provision of content, services, and/or technology on or through the Service, we or you must give the other notice of the dispute, claim, or controversy which notice will include a brief written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the dispute, claim, or controversy, and the relief requested. You must send any such notice to us by calling **866-410-6761, option 2** AND by U.S. Mail **Q2 Software, Inc., 10355 Pecan Park Blvd., Austin, TX 78729**. To the extent that we have your contact information, we will send any such notice to you by U.S. Mail or to your email address. We and you will attempt to resolve any dispute, claim, or controversy through informal negotiation within thirty (30) days from the date that any notice of dispute, claim, or controversy is sent. We and you shall use reasonable, good faith, efforts to settle any dispute, claim, or controversy through consultation and good faith negotiations. After thirty (30) days, we or you may

resort to the other alternatives described in this Section. Notwithstanding the foregoing, the notice and thirty (30)-day negotiation period required by this Section shall not apply to disputes, claims, or controversies concerning patents, copyrights, moral rights, trademarks, trade secrets, and claims of piracy or unauthorized use of the Service.

Except as otherwise specifically set forth in this Section, any dispute, claim, or controversy of any kind between us and you arising under these Terms or in connection with your access to, and/or use of the Service, and/or the provision of content, services, and/or technology on or through the Service (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory), if unresolved through informal discussions within thirty (30) days of receipt of notice (as described in the immediately preceding paragraph), shall be resolved by binding arbitration to be held in the state of your billing address. Notwithstanding the foregoing, disputes, claims, or controversies concerning patents, copyrights, moral rights, trademarks, trade secrets, and claims of piracy or unauthorized use of the Service shall not be subject to arbitration.

For residents outside the United States, arbitration shall be initiated in Austin, Texas, United States of America, and we and you agree to submit to the personal jurisdiction of any state or federal court in Austin, Texas to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

The arbitration shall be conducted by a single arbitrator, governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms, and administered by the AAA. The AAA Rules and fee information are available at "<http://www.adr.org>," or by calling the AAA at 1-800-778-7879.

We shall bear the cost of any arbitration filing fees and arbitration fees for claims of up to \$10,000 unless the arbitrator finds the arbitration to be frivolous. You are responsible for all other additional costs that you may incur in the arbitration including, but not limited to attorneys' fees and expert witness costs unless we are otherwise specifically required to pay such fees under applicable law. For claims that total more than \$10,000, the AAA Rules will govern payment of filing fees and arbitration fees. The decision of the arbitrator will be in writing and binding and conclusive on us and you, and judgment to enforce the decision may be entered by any court of competent jurisdiction. We and you agree that dispositive motions, including without limitation, motions to dismiss and motions for summary judgment will be allowed in the arbitration. The arbitrator must follow these Terms and can award the same damages and relief as a court, including injunctive or other equitable relief and attorneys' fees. Notwithstanding the foregoing, we and you agree not to seek any attorneys' fees and expert witness costs unless the arbitrator finds that a claim or defense was frivolous or asserted for an improper purpose. We and you understand that, absent this mandatory arbitration provision, we and you would have the right to sue in court. We and you further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

If your claim is solely for monetary relief of \$25,000 or less and does not include a request for any type of equitable remedy, you may choose whether the arbitration will be conducted solely based on documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing under the AAA Rules.

You may choose to pursue your claim in small claims court where jurisdiction and venue over us and you otherwise qualify for such small claims court and where your claim does not include a request for any type of equitable relief.

You have the right to opt-out and not be bound by these arbitration provisions by sending written notice of your decision to opt-out to us by calling **866-410-6761, option 2** AND by U.S. Mail to **Q2 Software, Inc., 10355 Pecan Park Blvd., Austin, TX 78729**. The notice must be sent within the later of thirty (30) days of your first use of the Service or within thirty (30) days of changes to this Section; otherwise, you shall be bound to arbitrate any disputes, claims, or controversies in accordance with the terms of this Section. If you opt out of these arbitration provisions, we also will not be bound by them. If you do not affirmatively elect to opt out as described above, your use of the Service will be deemed to be your irrevocable acceptance of these Terms and any changes/updates to this Section or otherwise.

If any clause within these arbitration provisions is found to be illegal or unenforceable, that specific clause will be severed from these arbitration provisions, and the remainder of the arbitration provisions will be given full force and effect. In the event some or all of these arbitration provisions are determined to be unenforceable for any reason, or if a claim, dispute, or controversy is brought that is found by a court to be excluded from the scope of these arbitration provisions, we and you agree to waive, to the fullest extent allowed by law, any trial by jury.

23. Assignment. These Terms and your access and use of the Service are not assignable, transferable or sublicensable by you except with Q2's prior written consent. Q2 may transfer, assign or delegate these Terms and its rights and obligations without consent.

24. Miscellaneous. If any portion of these Terms is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, these Terms as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of these Terms that is unlawful, void or unenforceable shall be stricken from these Terms. If Q2 does not exercise or enforce any legal right or remedy which is contained in these Terms (or which Q2 has the benefit of under any applicable law), this will not be taken to be a formal waiver of Q2's rights and that those rights or remedies will still be available to Q2. All covenants, agreements, representations and warranties made in these Terms shall survive your acceptance of these Terms and the termination of these Terms. These Terms represent the entire understanding and agreement between you and Q2 regarding the subject matter of the same and supersede all other previous agreements.

Consent to Use of Electronic Communications and Electronic Signatures

Minnwest Bank and Q2 Software, Inc. ("Q2" and, collectively with "we," "us," and "our,") offer users of the ClickSWITCH services (the "Services") between Minnwest Bank and Q2 the capability to initiate certain financial Transactions, as defined below, through the Services. In order to provide you information in connection with such Transactions electronically instead of on paper, the Electronic Signatures in Global and National Commerce Act (ESIGN Act) and other applicable laws require us to obtain your advance consent electronically. We also need your general consent to use electronic records and signatures in our relationship with you relating to Transactions. *You must consent in order to proceed with Transactions electronically.* In this Consent, "Transaction" means each instruction to authorize a direct deposit to, or an automatic payment from a Minnwest Bank account using the Services. "Communication" means each disclosure, notice, acknowledgment, agreement, record, document or other information related to a Transaction. "You" and "your" means the individual providing consent, whether that person is the account holder, joint account owner or an individual legally authorized to act on their behalf.

Scope of Consent

Your consent applies to any Communications we provide to you or that you sign or agree to or submit at our request in connection with the Services. Your consent only applies to the Services; it does not apply to any other business you may conduct with Minnwest Bank.

How to access or request paper copies

After you have consented to receive Communications from us electronically with respect to a Transaction, a copy of the Communications related to a Transaction will be sent to you by email. If you do not provide an email address, you may still access Communications by logging into the Service and viewing your account. You may access, save to your computer and/or print a copy of the Communications you receive by email or view through the Services. You may also request, at any time, a paper copy of any electronic Communications by contacting us at 844-646-6937. There is a fee for providing paper copies of some electronic communications, such as periodic account statements. Refer to the Minnwest Bank's current Retail and Business Fee Schedules for fee amounts.

How to withdraw your consent; consequences of withdrawing your consent

After you have given your consent to receive Communications from us electronically or provide agreement electronically, you may change your mind for any reason. To withdraw this consent, you may click on the "ESIGN Consent" icon within the Services and click "DO NOT CONSENT".

If you withdraw your consent to receive Communications electronically and elect to receive Communications in paper format only, you will no longer be able to initiate Transactions electronically using the Services and you must instead initiate Transactions by paper means. After you have withdrawn your consent, we will no longer provide you Communications electronically. Thereafter, if you wish to receive Communications in electronic format, you must provide your consent again.

How Communications will be sent to you electronically

With respect to each Transaction, we will send you Communications or request your signature or agreement electronically through the Services when you initiate the Transaction.

How to advise us of your new e-mail address

In connection with providing Communications electronically, we must maintain information about how to contact you electronically. If there are any changes in your contact information that would impact our ability to contact you electronically (such as a change in email address), telephone us at 844-646-6937.

System Requirements

To receive and review electronic Communications within the Services, you must have access to:

- an active e-mail address;
- a Current Version (defined below) of the software capable of initiating a Transaction;
- a Current Version of an Internet browser we support;
- a connection to the Internet;
- a Current Version of a program that accurately reads and displays PDF files; and
- a computer and an operating system capable of supporting all of the above. You will also need a printer if you wish to print and retain records on paper, and electronic storage if you wish to retain records in electronic form. If you have trouble printing or storing records, contact us at 844-646-6937 for assistance.

By "Current Version," we mean a version of the software application that is currently being supported by its publisher. From time to time, we may offer services or features that require your computer or software applications to be configured in a particular way. If we detect that your computer or software applications are not properly configured, we will provide you with a notice and advice on how to update your configuration. We reserve the right to discontinue support of a Current Version of a software application if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use with a Transaction.

If our Services requirements change, and that change would create a material risk that you would not be able to access or retain electronic Communications, we will give you notice of the revised requirements. Continuing to use electronic Communications and electronic agreement in connection with a Transaction after receiving notice of the change is a reaffirmation of your consent.

Your consent

By clicking the '**CONSENT**' button below, you confirm that:

- You can access, have read and understand the terms and conditions of this Consent; and
- You have the minimum hardware and software applications described above; and
- You consent to the use of electronic Communications and electronic records and signatures in connection with a Transaction, until or unless you withdraw such consent as described above; and
- If you are acting as a representative of an entity in initiating a Transaction, you are authorized to, and do, consent to the use of electronic Communications and electronic records and signatures in connection with the Transaction through the Services on behalf of such entity.

Contact.

Please contact us at 866-410-6761, Option 2 with any questions regarding these Terms.
