Online Banking and Bill Payment Service Agreement(s)

The following document represents the terms and conditions of the Online Banking program including the "Optional" Bill Payment Service. It is recommended that you print this document for your records.

Agreement: This Online Access Agreement ("Agreement") contains the terms that govern your use of the Online Banking application services. This Agreement is between First National Bank Minnesota and the "Customer" or "you or your." The terms "us" "we" "the Bank" or "our" refer to First National Bank Minnesota. You may use Online Banking to access your accounts through the Internet. By using Online Banking to access an account you are agreeing to the terms of this Agreement. Examples of accounts that you may elect to access include checking, savings, certificates of deposit, and loans. Your accounts will continue to be subject to the agreements otherwise governing them, except where it is noted in this agreement. Additionally, each account will be subject to the following:

- The terms or instructions appearing on a screen when using Online Banking;
- First National Bank Minnesota rules, procedures and policies applicable to each account;
- The rules and regulations of any funds transfer system used in connection with Online Banking and
- All applicable state and federal laws and regulations.

You may access an account at the First National Bank Minnesota website at http://www.FNBMN.com ("Website") to obtain balances, transaction history and other information. To access an account you must have a password and the required hardware and software. Subject to the terms of this Agreement, you will generally be able to access your accounts through the Website seven days a week, 24 hours a day. At certain times, a Service may not be available due to system maintenance or circumstances beyond our control. During these times, you may use any automated teller machine (ATM) or FNBMN Phone Banking.

The Bill Payment Service is an <u>optional</u> service offered for Online Banking customers. Terms and conditions associated with this service are disclosed below and require enrollment.

Electronic Mail (E-mail): One way of communicating with the Bank is by sending an e-mail. Our website provides Contact Information for you to submit questions about your account(s) or provide comments on the Service. To ensure the security of your account information, do not indicate any specific account numbers in your comments. You cannot use e-mail to initiate transactions on your accounts. For transactions, please use the appropriate functions within Online Banking, or call one our offices.

Online Financial Services: With respect to your accounts, services offered include obtaining balance information, transaction history and other information. In some instances, balances and transaction history may only reflect activity conducted through the close of the previous business day. First National Bank Minnesota may, from time to time, introduce new Online Financial Services. When this happens we will update our Website to include the new Online Financial Services, this can be new product enhancements, convenience services, etc. By using an Online Financial Service, you agree to be bound by the terms contained in this Agreement at the time of use.

Stop Pay Services: You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it. You agree to hold the bank harmless for all expenses and costs incurred by you and the bank as a result of refusing payment thereof. You further agree not to hold the bank liable if payment occurs contrary to this request if the same occurs through inadvertence, accident or oversight on your behalf, or if by reason of such payment other items drawn on the account are returned insufficient. A release of the stop-payment request may be made only by the person who initiated it.

We will be liable to you if we fail to stop a payment pursuant to your order to do so, so long as your order describes the payment with reasonable certainty and is received at a time and in a manner that affords us a reasonable opportunity, at least 24 hours prior to the payment date, to act on it before the payment is sent. Except as stated in this Agreement, any stop payment provisions of the agreement otherwise governing your account will also apply to

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

Eligible Personal Accounts: All accounts will be linked by means of the Portfolio Code / Name Line code of the person that is authorized to access the account. Accounts that are linked together will appear together without regard to the ownership of those accounts.

Authorized Representatives for Business Accounts: If you are a business we will establish and authorize an administrator of your business to manage your Online Banking. This administrator will be responsible for access controls including additional users and restrictions of transactions.

Electronic Fund Transfer Provisions For Consumers: The provisions in this section apply only to electronic fund transfers that debit or credit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). First National Bank Minnesota may, when applicable, rely on any exceptions to the provisions in this section that are contained in Regulation E. All terms not otherwise defined in this Agreement which are defined in Regulation E will have the same meaning when used in this section.

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

- If you notify us within two business days after learning of the loss or theft of your password, your liability will not exceed the lesser of $50 or the amount of unauthorized EFTs that occur before notice to us.

- If you fail to notify us within two business days after learning of the loss or theft of your password, your liability will not exceed the lesser of $500 or the sum of–

  - $50 or the amount of unauthorized EFTs that occur within the two business days, whichever is less; and

  - The amount of unauthorized EFTs that occur after the close of two business days and before notice to us, provided we establish that these EFTs would not have occurred had you notified us within that two-day period.

You must report an unauthorized EFT that appears on a periodic statement within 60 days of our transmittal of the statement to avoid liability for subsequent transfers. If you fail to do so, your liability will not exceed the amount of the unauthorized EFTs that occur after the close of the 60 days and before notice to us, and that we establish would not have occurred had you notified us within the 60-day period. You may, as applicable, also be liable for the amounts described in the immediately preceding sections 1 or 2 above.

If your delay in notifying us was due to extenuating circumstances, we will extend the times specified in the immediately preceding paragraphs 1, 2 or 3 above to a reasonable period.

Telephone Number and Addresses: For questions or errors about online funds transfers, Bill Pay Service questions, or any questions in general, please use the “Contact” information on our website for our locations. The telephone number and address to be notified when you believe that an unauthorized EFT has been or may be made are:

- Call 507-931-4000 during regular banking hours

- Write to First National Bank Minnesota, 226 Nassau St, Saint Peter, MN 56082

- Send an email to bank.stpeter@fnbmn.com

Business Days: Our business days are Monday – Friday. Federal Holidays not included.

Documentation: If you have arranged preauthorized deposits then the company making the deposit will notify you every time they send a deposit**.** In any event, you will get a monthly account statement from us for any deposit account on which there is a transfer in a particular month.

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

- Where it is necessary to complete transactions;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court orders; or
- If you give us written permission.

Error Resolution: In Case of Errors or Questions About Your Electronic Transfers, telephone us at the phone number included in this disclosure or write us at the address included in this disclosure as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the first statement on which the problem or error appeared.

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

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 for Debit/ATM card point-of-sale transactions and 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 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 for (5 business days for Debit/ATM card point-of-sale transactions and 20 business days if the transfer involved a new account) 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. 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.

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

In no event will we have liability for any consequential, special, punitive or indirect loss or damage whether or not any claim for such damages is based on tort or contract or we knew or should have known the likelihood of such damages in any circumstance, all warranties will also be waived.

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

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

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

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

Termination: Unless otherwise required by applicable law, First National Bank Minnesota may terminate this Agreement and/or your access to any Online Financial Service through Online Banking, in whole or in part, at any time. Access to the Online Financial Services through Online Banking, in whole or in part, may be reinstated by us, at our discretion, at any time. If reinstated, the then current terms of this Agreement will control. You may request reinstatement of an Online Financial Service by calling Online Banking Customer Service. If you decide to terminate the Bill Payment Service, we strongly suggest that you cancel all future bill payments at the same time that you cancel your Bill Payment Service online or by calling Online Banking Customer Service. This will ensure that future payments made by you will not be duplicated. Termination of the Bill Payment Service will not automatically close your accounts. If you wish to cancel any of your Online Financial Services, contact us using the Contact Information listed in this agreement.

Changes: Except as otherwise required by law, rule, or regulation, we may change the terms of this Agreement from time to time and at any time. When changes are made we will update this Agreement at the Website. The Website will be updated on the effective date, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated an earlier time. As always, you may choose to accept or decline changes by continuing or discontinuing Online Banking. Changes to fees or terms applicable to accounts are governed by the agreement otherwise governing the applicable account.

Notices: Unless otherwise required by applicable law, in the event that we are required to provide a notice or other communication to you in writing, that notice or other communication may be sent to you electronically to your internet address as reflected in our then current records.

Disclosure of Information: The circumstances under which we will disclose information about you, your accounts, or your Online Financial Services is set forth in the information that has been separately disclosed to you in the contracts, notices, and disclosures that have been separately provided to you and in accordance with our policy disclosed at our Website.

Bill Payment Service Agreement

Use of the Bill Payment Service indicates acceptance of terms and conditions set forth in the Online Banking Agreement and the terms and conditions set forth in this Bill Payment Agreement ("Agreement") as each may be jointly and/or independently amended from time to time. This Agreement is provided in electronic form, and by using the Bill Payment Service you agree to accept the Agreement in that form. Please read the Agreement carefully because it is our legal agreement with you that governs your use of our Bill Payment Service.

Introduction: Through online banking, you may subscribe to our "optional" Bill Payment Service. The Bill Payment service allows you to schedule payments through the internet for current, future, and recurring bills from your checking account with us.

You may use our Bill Payment Service to direct us to make payments from your designated checking account to the Payees you choose in accordance with this Agreement. The terms and conditions of this Agreement are in addition to the agreements, disclosures and other documents in effect governing your deposit account with us, including the Deposit Account Agreement & Disclosures and the Online Banking Agreement.

"Bill Payment Service" and/or "Service" means the Bill Payment Service that First National Bank Minnesota makes available over the internet with Paytraxx and is also a Service under the Agreement. "Bank", "we', "our", or "us" means First National Bank Minnesota. "Account" means the deposit account you designate to process Bill Payment transactions through. "Payee" or "Merchant" means anyone you designate and as a payee. "Payment" means the remittance to a Payee.

Fees: There are no fees associated with this service.

Requirements and Restrictions: To subscribe to Bill Payment, you must designate a specific checking account to process your Bill Payment transaction through. The account you designate for this purpose must be in good standing with us in accordance with our criteria. We will not permit you to use a money market or savings account as your designated Bill Payment account because Federal Regulations require us to limit the number and types of transfers from those types of accounts. Requirements for dual signatures on checks do not apply to the Bill Payment Service.

Payee Designation: You can use the Bill Payment Service to make payments to almost any payee or merchant you want, including individuals, local service providers, utilities, credit cards, or to make mortgage or loan payments, or charitable donations, etc. The Bill Payment Service cannot be used to make payments for the following:

- Tax payments to the Internal Revenue Service or any state, local, or other government agency
- Court-ordered payments such as child support or alimony
- Payees located outside the United States

By furnishing the names of your Payees (Merchants and/or individuals) and their addresses, you give us authorization to follow the Payment instructions, which you provide to us. When we receive a Payment instruction, we will remit the funds to the Payee on your behalf from the funds in your designated Account on the day you have

instructed them to be sent ("Payment Date"). We are not obligated to pay funds from your Account if the available Account balance is insufficient to cover the Payment.

We are not responsible if a Payment cannot be made due to incomplete, incorrect or outdated information provided by you regarding a Merchant, or if you attempt to pay a Merchant that is not on your Merchant Account list.

Scheduling Payments: You may use the Bill Payment Service to authorize recurring payments or non-recurring payments. Recurring payments are payments that you schedule in advance to recur at substantially regular intervals in the same amount to the same Payee. Recurring Payments may be scheduled for up to ten (10) years. Non-recurring Payments are a single, one-time Payment to a specified Payee. Non-recurring Payments may be scheduled to be initiated up to eighteen (18) months in advance. We limit the amount of each individual Bill Payment transaction to $2,500.00 and the aggregate daily maximum limit is $10,000.00.

Payments are processed Monday through Friday at 1PM Central Time, except on Federal Holidays. If you attempt to schedule a Payment on a weekend or Federal Holiday you will be prompted to select a different date, or the Payment will be processed on the preceding business day if it is an auto recurring Payment. The Payment method may be electronic or by check. The first payment to a Merchant must be scheduled at least five (5) business days prior to the due date for each Payment (recurring or variable) to allow adequate time for the Payment to reach the Payee. The due date is the date the Merchant has designated for payment, and should not be adjusted for any grace period or late date accommodations the Merchant may provide. Once the Service has been notified whether a Merchant accepts electronic payments or requires a paper check, after making the first Payment to that Merchant, the Service will display a message indicating that the Merchant requires either a two (2) day lead-time for an electronic payment, or a five (5) day lead-time if a paper check sent by regular mail is required.

Any Payments made with the Bill Payment Service require sufficient time for your Payee to credit your Account with them properly. To avoid incurring a finance charge or other charge, you must schedule a Payment sufficiently in advance of the due date of your Payment. If you fail to schedule your Payment according to the recommended timeframe, we will not be responsible for the late fees or finance charges. We will not be liable if any third party, through whom any Payment is made, fails to properly transmit the Payment to the intended Payee.

You agree to have available collected funds on deposit in the Account you designate in amounts sufficient to pay for all payments requested, as well as any other payment obligations you have to us. We reserve the right, without liability, to reject or reverse a Payment if you fail to comply with this requirement or any other terms of this Agreement. If you do not have sufficient funds in your designated Account and we have not exercised our right to reverse or reject a Payment, you agree to pay for such payment obligation on demand. You further agree that we, at our option, may charge any of your accounts with us to cover such payment obligations.

Change or Delete Payments: Any Payment can be changed or canceled provided you access the Service prior to 1PM Central Time on the business day of the Payment Date. We shall not be liable to you due to a request if your order to do so is not presented prior to the Payment Date and timeframe.

Payment Guarantee: If all Payment guidelines were followed and a Payment is still posted late to your Account with a Merchant, resulting in a late fee, at our discretion, we will make an attempt to have the Merchant waive the late fees. If the Merchant is unwilling to waive late fees, up to $50 in late fees assessed by the Merchant will be covered by us. However, due to factors beyond our control such as U.S. Mail and payment processing at the Merchant, it is not guaranteed that a Payment will post on the fifth business day (or second, if issued electronically). It is imperative to note that Merchant grace periods are not taken into consideration, and if adequate lead time prior to the payment due date was not allowed by you in scheduling the Payment, this Guarantee is void.

Note: If the Merchant is not willing to discuss late fees or status of the account with us, you will be notified and advised that the Merchant requires your authorization before further discussions can occur between us and the Merchant.

Liability: You are solely responsible for controlling the safekeeping of and access to your Bill Payment information. You are liable for all transactions you make, or that you authorize another person to make, even if that person exceeds their authority. If you want to terminate another person's authority, you must change your Online Banking password. In the event that you have experienced unauthorized access to our Bill Payment, you must notify us of the unauthorized access, identify any Payments made or scheduled, and change your logon information.

You will be responsible for any Payment request you make that contains an error or is a duplicate of another Payment. We are not responsible for a Payment that is not made if you did not properly follow the instructions for making the Payment. We are not liable for any failure to make a Payment if you fail to promptly notify us after you learn that you have not received credit from a Payee or Payment. We are not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed our agent.

We will not be liable for any special, indirect, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if we have knowledge of the possibility of them. We are not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond our reasonable control.

Termination: We reserve the right to terminate your use of Bill Payment at any time without prior notice to you. If you do not access or use the Bill Payment Service for a period of more than ninety (90) days, we may in our sole discretion, terminate your access to and use of the Service.

If, for any reason, you should want to terminate your use of your Bill Payment Service, we recommend that you cancel all future Payments and transfers at the same time you terminate the Service, either by deleting the Payments yourself or by contacting the Bank as stipulated below. We will delete all outstanding payments as part of your Service termination. We are not responsible for any scheduled Payment made before we have a reasonable opportunity to act on your termination notice. You remain obligated for any and all Payments made by us on your behalf through the Bill Payment Service.

Should you opt to discontinue any of the Accounts or Services to which this Agreement pertains, written notice must be provided to us immediately at the following address:

First National Bank Minnesota
226 Nassau St
Saint Peter MN 56082

Agreement Assignment and Amendment: We may assign this Agreement to any affiliate, parent or other company. We may also assign or delegate certain rights and responsibilities under this Agreement to such third parties as we may elect upon notice to you whereupon we shall be released from any and all further liability or responsibility related thereto.

We reserve the right to amend or cancel any of the provisions of this Agreement, including changes to any fees, costs, or assessments. We may amend or cancel any provision or charge by disclosing the change electronically, and at our option, by sending you notification in addition thereto. We will provide notice of thirty (30) days of any changes (or such lesser period as may be allowed by applicable law) unless an immediate change is necessary to maintain the security of the system. You may choose to accept or decline amendments, cancellations or changes by continuing or discontinuing the accounts or services to which these changes relate, at your option. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations.