



By clicking "I Agree" you are agreeing to the terms and conditions of this **Internet and Mobile Banking Agreement & Mobile Deposit Agreement**. You are also consenting to receive the **Electronic Fund Transfers Disclosure** in an electronic format. If you would like to save/print this agreement and disclosure, please click [here](#).

## Internet and Mobile Banking Agreement & Mobile Deposit Agreement

Definitions:

**"We", "Our", "Us"** means BANKWEST

**"You" and "Your"** means the following types of customers: our consumer and business customers who have a continuing relationship by purchasing or holding financial products or services such as a deposit account, certificate of deposit, or loan account.

**"Internet Banking Services"** means accessing BANKWEST accounts and functionalities through any internet-enabled device. This includes computers and android or iOS devices capable of accessing an internet browser or the BANKWEST mobile app.

**"Internet and Mobile Banking Correspondence"** means Internet and Mobile Banking Agreement, disclosures, change in terms, and notifications.

### Access to Internet Service(s):

To access Internet Banking Services, you must fill out the Internet Banking application. When you first enroll for the service, we will link all of your eligible accounts. If you want to limit the accounts linked to Internet Banking, using "Contact Information" found at the end of this agreement and a customer service representative will discuss available options with you. All of your linked accounts, and any subsequent accounts you open at a later date are assigned full access.

You will gain access to your Internet Accounts through the use of your Internet-enabled device, your Internet Service Provider, your login ID, and your password.

To use the Mobile App, you must download the app through iTunes or Google Play.

### Computer Equipment:

Required Minimum Hardware and Software: A computer, an android device, or an iOS device which is capable of accessing an internet browser or the BANKWEST mobile app. A current supported windows, mac, android or IOS operating system. Software that permits you to receive and access portable document files (PDF) such as Adobe Reader. A current version of Microsoft Edge, Google Chrome, Firefox or Safari. Access to a valid email account. BANKWEST advises to keep your computer updated and to utilize antivirus software and internal firewall if applicable. You are responsible for obtaining, installing, maintaining and operating all computer hardware, software, and Internet access services necessary for performing Internet services and any fees incurred. The Bank will not be responsible for any errors or failures from the malfunction or failure of your hardware, software or any Internet access services. This includes upgrading your browsers to maintain the level of encryption required to operate Internet Banking.

### Internet Services Instructions:

BANKWEST will provide instructions on how to use the Internet Banking service and/or Bill Payment service.

### Internet Banking Security:

The Internet Banking Services utilize a comprehensive security strategy to protect your accounts and transactions



conducted over the Internet. In addition to our multi-factor authentication technology, we use the 128 bit SSL (Secure socket layer) encryption technology for everything you do in the Internet Banking service.

Internet Banking Transactions:

You may perform the following actions transactions on BANKWEST's Internet Banking Services:

**Balance Inquiries** You may use BANKWEST's Internet Banking Services to check your current balance, view recent account transactions on deposit accounts, loan accounts, and time deposit accounts

**Bill Pay** Pay third parties (businesses or individuals) through Bill Pay. See Bill Pay Services Agreement for terms and conditions.

**Debit Card Management** We may, in our discretion, provide functions within one or more of the applications described in this Agreement whereby you may electronically activate settings to restrict, block, limit, or otherwise control certain account transactions automatically (a "Debit Card Management function"). A Debit Card Management Function may include, for example, a setting that allows you to prevent your debit card from being used for online purchases. Other Debit Card Management functions include card activation, ability to temporarily suspend a debit card, and a report lost/stolen debit card. By enabling or using any Debit Card Management function, you agree to the terms of, and you agree to comply with, all instructional materials, technical requirements, and on-screen guides we disclose or make available to you in connection with the Debit Card Management function, and may be amended by us from time to time. You are solely responsible for activating and deactivating any debit card management settings that are available through any Debit Card Management function, and you agree that we will not be liable to you or to any third party as a result of processing or handling account transactions according to your debit card management settings. Any Debit Card Management function may rely on transaction information provided by third parties such as payment networks, merchants, and financial institutions. You agree that we will not be liable to you or to any third party in the event we process or handle any account transaction in conflict with your debit card management settings as a result of erroneous, inaccurate, or incomplete transaction information provided by a third party. Subject to the terms and features we disclose for any particular Debit Card Management function, we will implement the debit card management settings you make as soon as reasonably practicable. However, you agree that we will not be liable to you or to any third party in the event we process or handle any account transaction in conflict with a debit card management setting you have made if we have not had a reasonable opportunity to implement the setting. Our provision and your use of any Debit Card Management function does not relieve you of your responsibility to diligently monitor activity in your account, to promptly review account statements as they are made available to you, and to promptly report any errors or unauthorized transactions, or lost or stolen debit cards or credit cards, according to the terms and conditions of the agreements governing your account. In the event your debit card is lost/stolen, you may suspend activity on the card through Debit Card Management and should proceed to contact the Bank immediately to have a new card issued. Debit cards reported lost or stolen through Debit Card Management cannot be reactivated and a new card will have to be issued.

**Download to other Software** BANKWEST's Internet Banking Services allows you to download your transaction information to the following file types: .ofx, .csv, .txt, obx

**External Funds Transfers** Link a checking or savings account from another financial institution to your BANKWEST Internet/Mobile Banking to transfer money among accounts. See below Terms & Conditions of this Service:



**External Funds Transfer Agreement:** This Agreement sets out the terms and conditions (Terms) upon which BANKWEST (Bank) will provide the ability to perform external funds transfers and serves as a legally binding agreement between you and the Bank. When you click on the "I Agree" button, you are accepting the Terms, including any amendments to this Agreement or any changes in the Terms. The act of selecting the aforementioned button not only indicates your acceptance but also serves as your electronic signature which has the same legal effect as your hand written signature. If you do not accept and agree to all of the Terms, you will not be entitled to use the external transfer funds feature. The Bank reserves the right to change the Terms, under which the external funds transfer feature is offered at any time; however, the Bank will notify you of any material change to the Terms. In most cases, you will receive the notice on-line the next time you log in; however, the Bank reserves the right to notify you by e-mail or by conventional mail, in its discretion. You agree that if you continue to use the external funds transfer feature after we notify you of any change, you thereby accept the changes to the Terms and agree to be bound by this Agreement, as amended. You can review, download and print the most current version of this Agreement at any time. If at any time you wish to discontinue using the external funds transfer, you can unsubscribe by sending the Bank an e-mail to [info@bankwestmn.com](mailto:info@bankwestmn.com) or call us at 763-477-5231. If your Bank account associated with an external transfer has been closed you will have no further right or access to use this feature.

#### **TERMS AND CONDITIONS**

The Bank reserves the right to obtain such additional information as we deem reasonably necessary to insure that you, or persons to whom you may transfer funds, are not using the external transfer feature in violation of law, including, but not limited to, laws and regulations designed to prevent "money laundering" or the transfer of funds to or from persons or organizations whose accounts are blocked under regulations of the Office of Foreign Asset Control (OFAC) of the United States Treasury Department.

When you initially set up an external transfer we will verify ownership of your accounts at the other bank. You authorize us to validate your ownership through the use of a test transfer, in which one or more low value payments will be credited or debited from your account at the other bank. Once the test transfer is complete you must access the account at the other bank to retrieve the small dollar test transactions. Once retrieved you must verify the transactions by entering the values within the Bank's consumer internet banking application. External transfers will not be established until the small dollar test transactions are verified.

**Accounts:** By using the external transfer feature, you represent and warrant to the Bank that you have the right to authorize external transfers between accounts that you own at the Bank as well as the other bank, and you are not violating any third party rights. You warrant and represent that the information you are providing us with is true, current, correct and complete. You hereby authorize the Bank to use information submitted by you to facilitate external transfers.

**Limits:** The daily limit of INBOUND external transfers is \$2,500. The daily limit of OUTBOUND external transfers is \$2,500.

YOU ACKNOWLEDGE AND AGREE THAT WHEN **BANKWEST** IS EXECUTING AN EXTERNAL FUNDS TRANSFER FROM OR TO ANY OF YOUR OR A RECIPIENT'S ACCOUNTS, **BANKWEST** IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY.

YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) OUR ACCESS TO THE ACCOUNTS; (2) OUR ABILITY OR INABILITY TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE WITH YOUR FUNDS TRANSFER INSTRUCTIONS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE ACCOUNTS; (4) ANY CHARGES IMPOSED BY OTHER FINANCIAL INSTITUTIONS AND (5) ANY FUNDS TRANSFER LIMITATIONS SET BY THE FINANCIAL INSTITUTIONS OR OTHER PROVIDERS OF THE ACCOUNTS.

**Internal Funds Transfers** You may use BANKWEST's Internet Banking Services to transfer funds between applicable accounts. Typically, you may transfer from deposit and savings accounts to deposit, savings, and loan accounts.

The dollar amount per transfer is limited only by the balance in your account.



Fund transfers that are done after 6:00 PM (Central Time) will be processed on the following business day.

**Mobile Deposit** Deposit Checks through use of an internet enabled mobile device with the ability to take photographs. Qualifications and fees may apply. See Mobile Deposit Terms and Conditions. (Available through Mobile App only)

**Statements/Notices** You may use BANKWEST's Internet Banking Services to enroll and receive your statements and various bank correspondence electronically. 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. Your account statements will be available for you to view and print for 18 months. See Electronic Statement/Electronic Notice Disclosure Agreement.

**Stop Payments** BANKWEST's Internet/Mobile Banking allows you to complete stop payments online. Stop payments will only be validated for checks that have not already posted to your accounts. The normal stop payment fee applies to all stop payments.

**Travel Notices** Setup to be notified when traveling domestically or internationally to allow use of your card without interruption. Transactions may be declined if the travel notice request is to a blocked country or other terms set forth by the Bank or a third party provider. Travel Notices may rely on transaction information provided by third parties such as payment networks, merchants, and financial institutions. You agree that we will not be liable to you or to any third party in the event we process or handle any account transaction in conflict with your travel notice settings as a result of erroneous, inaccurate, or incomplete transaction information provided by a third party.

**View Current Deposit Rates** You may view the current deposit rates through BANKWEST's Internet Banking Services for your existing accounts.

Transaction Cut-Off Time:

All Internet Banking Services transactions initiated after 6:00 PM Central Time will be posted to the appropriate account on the next Business day. For external transfers completed via ACH initiated after 2:00 PM Central Time will be processed on the next business day.

Fees:

The use of BANKWEST's Internet Banking Services are free. Please note, if using a mobile device, fees may apply from your wireless provider.

Change in Terms:

We may change any term of this agreement at any time. For example, we may add, delete or amend terms or services. We will notify you of such changes by mail or electronic message. Your continued use of any or all of the subject Inter Banking Services indicates your acceptance of the change in terms.

Password Information:

You agree not to allow anyone to gain access to the Internet Banking Services or to let anyone know your Password used with the Services. You agree to assume responsibility for all transactions with respect to your Internet account. You are responsible for all transfers you authorized using Internet Services.

Internet Banking Services utilize Two Factor Authentication (2FA) as an additional security measure- Elect to use an authenticator app, receive a phone call or a text with a code to enter as part of the login process or when a high risk transaction is being completed. Phone calls do not come directly from BANKWEST.



If your Password has Been Lost or Stolen:

If your password has been lost or stolen, call BANKWEST immediately at (763) 477-5231.

Electronic Delivery:

By receiving your Internet and Mobile Banking Correspondence electronically, you acknowledge that you will not receive a hard copy of these documents.

You may withdraw your request to have your Internet and Mobile Banking Correspondence sent to you electronically by contacting BANKWEST in writing or via email (info@bankwestmn.com). BANKWEST does not assess any fees or charges to institute or cancel this service.

If you would like to receive a paper copy of your Internet and Mobile Banking Correspondence, please call BANKWEST. For paper copy requests of your Internet and Mobile Banking Correspondence, research fees may apply. The current research fee is \$40/hour, with a minimum charge of \$15. BANKWEST reserves the right to change this fee.

Minimum System Requirements: A computer, an android device, or an iOS device which is capable of accessing an internet browser or the BANKWEST mobile app. A current supported windows, mac, android or IOS operating system. Software that permits you to receive and access portable document files (PDF) such as Adobe Reader. A current version of Microsoft Edge, Google Chrome, Firefox or Safari. Access to a valid email account.

If you change your email address, it is your responsibility to notify us of your new address to avoid delays in receiving your Internet and Mobile Banking Correspondence. If these documents are returned to the bank as undeliverable, BANKWEST has the right, but not the obligation, to remove you from receiving your Internet and Mobile Banking Correspondence electronically, and paper documents may be mailed to your address on file until we are provided with a current email address.

Many electronic communications sent and received over the Internet can and are intercepted by unauthorized recipients. By authorizing the delivery of Internet and Mobile Banking Correspondence you understand and agree, to the extent permitted by law that BANKWEST cannot and will not be liable for any damages or incidents to unauthorized receipt of electronic communications.

## **MOBILE DEPOSIT USER AGREEMENT**

This Mobile Deposit User Agreement ("Agreement") contains the terms and conditions for the use of BANKWEST's Mobile Deposit services that BANKWEST ("bank", "us", "our", or "we") may provide to you ("you," or "User"). Other agreements you have entered into with BANKWEST, as applicable to your BANKWEST account(s), are incorporated by reference and made a part of this Agreement, including the Internet Services Agreement.

**1. Services.** BANKWEST's Mobile Deposit services ("Services") are designed to allow you to make deposits to your checking, savings, or money market savings accounts from your mobile device capable of capturing check images and information and electronically delivering the images and associated deposit information to BANKWEST or our designated processor.



**2. Qualification Criteria.** Mobile Deposit may be made available to certain customers of BANKWEST, to be determined by the Bank at its sole discretion.

**3. Acceptance of these Terms.** Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change at any time. Your continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, BANKWEST reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

**4. Limitations of Service.** When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website to notify you of these interruptions in Service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

**5. Hardware and Software.** Required Hardware and Software: A computer, an android device, or an iOS device which is capable of accessing an internet browser or the BANKWEST mobile app. The device must also be capable of capturing images of the check. A current supported windows, mac, android or IOS operating system. A current version of Microsoft Edge, Google Chrome, Firefox or Safari. Access to a valid email account. You are responsible for obtaining, installing, maintaining and operating all computer hardware, software and Internet access services necessary for performing Mobile Deposits and any fees incurred. BANKWEST will not be responsible for any errors or failures from the malfunction or failure of your hardware, software, or any Internet access services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

**6. Fees.** Currently, BANKWEST does not charge a fee for Mobile Deposit use for consumer accounts. BANKWEST may change the fees for use of the Service at any time pursuant to the section titled "Acceptance of these Terms" above.

**7. Eligible items.** You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to BANKWEST is converted to an image for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
- Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by the bank's current procedures relating to the services or which are otherwise not acceptable under the terms of your account.



- Checks with any endorsement on the back other than that specified in this agreement.
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.
- Checks that have previously been deposited or negotiated in any way via any method at BANKWEST or any other financial institution.

**8. Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the Services as "**BANKWEST Mobile Deposit Only**" and signature(s) of the payee(s) or as otherwise instructed by BANKWEST. You agree to follow any and all other procedures and instructions for use of the Services as BANKWEST may establish from time to time.

**9. Receipt of Items.** We reserve the right to reject any item transmitted through the Services, at our discretion. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from BANKWEST that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item. Provisional credit (memo-credit) will not be granted for deposits made through this Service. This means you will not be able to draw cash against deposits made through this Service until the deposit has been posted to your account. Deposits made through this service are posted during our nightly processing. You enter the amount of the check as a deposit when made through this Service. If BANKWEST determines that the check is for a different amount than you entered, the Bank may adjust the check amount and notify you of the adjustment. At all times, the check will be deposited for the amount read by the bank.

**10. Availability of Funds.** Checks deposited via the Service by the Bank's stated 6:00 p.m. CT on a Business Day, will be deposited the same Business Day. Items submitted after 6:00 p.m. CT or on a non-Business Day, will be deposited next Business day. Business Day is defined as all days except Saturdays, Sundays and all Federal Reserve holidays. Once items have been approved through the Service, they are subject to our standard Funds Availability Disclosure.

**11. Disposal of Transmitted Items.** Upon your receipt of a confirmation from BANKWEST that we have received an image that you have transmitted, you agree to prominently mark the item as "Electronically Presented." You agree never to re-present the item. You agree to retain the check for at least 10 calendar days from the date of the image transmission. After 10 days, you agree to destroy the check that you transmitted. During the time the retained check is available, you agree to properly handle the check and upon request, promptly provide it to BANKWEST.

**12. Deposit Limits.** The Bank reserves the right to impose limits on the amount(s) and/or number of deposits (over a period of time set by the Bank) that you transmit using the Service and to modify such limits from time to time. Current consumer limits for this Service are 5 items (or checks) deposited per day, one check at a time, and up to \$2,500 per day. Through this Service, you may deposit 25 items per month for a maximum dollar amount of \$7,500. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

**13. Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in BANKWEST's sole discretion subject to the deposit account agreement governing your account.

**14. Errors.** If you think your statement is wrong or if you need more information about a deposit made through this Service, we must hear from you no later than 60 days after we make available the FIRST statement on which





the error or problem appeared. Telephone us at the number listed on the front of your statement or write us at the address on the upper left corner of the statement.

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

Unless you notify BANKWEST within 60 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against BANKWEST for such alleged error.

**15. Errors in Transmission.** By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. BANKWEST bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

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

**17. User Warranties and Indemnification.** You warrant to BANKWEST that:

- You will only transmit eligible items.
- You will not transmit duplicate items.
- You will not re-deposit or re-present the original item.
- All information you provide to BANKWEST is accurate and true.
- You will comply with this Agreement and all applicable rules, laws, and regulations.
- You are not aware of any factor which may impair the collectability of the item.
- You agree to indemnify and hold harmless BANKWEST from any loss for breach of this warranty provision.

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

**19. Termination.** We may terminate this Agreement at any time, for any reason, and without notice. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this service may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your account agreement or any other agreement with us. If you would like to terminate using this service, call us at (763) 477-5231 or send a written request to

BANKWEST  
PO Box 219  
Rockford MN 55373.

**20. Enforceability.** We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event





that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

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

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

**23. Data Security:** You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone at (763-477-5231) if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original Checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

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

**25. LIMITATION OF LIABILITY.** YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF



PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF BANKWEST HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

## Electronic Fund Transfers

### YOUR RIGHTS AND RESPONSIBILITIES

Please read this disclosure carefully because it tells you your rights and obligations for these Internet/Mobile banking transactions. You should keep this notice for future reference.

#### Consumer Liability:

Tell us at once if you believe your card and/or 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 of the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card [code] without your permission if you had told us, you could lose as much as \$500.

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, you may not get back any money you lost after the 60 days if we can 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 may extend the time periods.

If you believe your card and/or code has been lost or stolen  
Call: (763) 477-5231  
or write: BANKWEST, 5921 Main St. PO Box 219, Rockford MN 55373

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

#### Telephone Number and Address:

BANKWEST  
5921 Main St. PO Box 219  
Rockford MN 55373  
(763) 477-5231

#### Business Days and Hours of Operation:

BANKWEST's business days are Monday through Friday, except Federal Reserve holidays, 8 AM to 5 PM (Central Time). Internet/Mobile Banking is available 24 hours a day, 7 days a week except during maintenance periods or



circumstances beyond our reasonable control. Routine maintenance is typically performed on the 3<sup>rd</sup> weekend of every month.

#### Error Resolution:

In Case of Errors or Questions About Your Electronic Transfers Telephone us at (763) 477-5231. Write us at BANKWEST, 5921 Main St. PO Box 219, Rockford MN 55373 or email us at [info@bankwestmn.com](mailto:info@bankwestmn.com) 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 after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days 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.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

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.

#### Limitation of 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 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 state 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) as explained in the separate Privacy Disclosure

#### Stop Payment Procedure

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 using 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 schedule 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 \$20.00 for each stop payment.

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.)

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.

#### Documentation

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.

#### TERMS OF USE AND PRIVACY POLICY

The primary licensor for the online and/or mobile banking service you are using (the "Service") is Jack Henry & Associates, Inc. (the "Provider"). By enrolling in our Service, you hereby agree as follows:

(i) General. The Provider is not the provider of any of the financial services available to you through the Service, and the Provider is not responsible for any of the materials, information, products or services made available to you through the Service.

(ii) Provider Privacy Policy. Provider may access personal information while you use the Service. Provider may access records held by your financial institution for such information as your phone number, home address or email address. Provider will use this contact information to alert you about Service-related events or actions that require your attention. If you grant permission to use phone information, Provider will use the phone number to pre-populate forms that expect a personal phone number for contacting. If you grant permission to use your device's location, Provider will use the data when checking for nearby branch and ATM locations. If you grant permission to use access photos, media or other files stored on your device, Provider will use that information to add an image to a transaction and add a photo to your profile. If you grant permission to use a camera, Provider will use it when taking a picture to add an image to a transaction or to capture images of a check that is being deposited or to add a photo to your profile. In addition to this Provider Privacy Policy, your financial institution maintains a privacy policy covering the personal and financial information related to your use of the financial institution's services and products, including such information that may be gathered through use of this Service, such as the "Account Information" and "Registration Information" described below. A copy of that privacy policy is available from your financial institution.



(iii) Source of Information. The Service, at your direction, will retrieve your information maintained online by financial institutions and billers with which you have customer relationships, maintain accounts or engage in financial transactions and other log-in related information ("Account Information"). Provider does not review, verify or analyze the Account Information for accuracy or any other purpose, but simply gathers, organizes and reports available Account Information to you. Technical difficulties may result in a failure to obtain data, a loss of data, a loss of personalized settings or other service interruptions. Account Information is timely only to the extent that it is promptly provided by the third-party sites. Account Information may be more complete or up to date when obtained directly from the third-party sites.

(iv) Your Responsibility for Information. You are responsible for providing Provider with accurate and updated (as necessary) account numbers, user names, passwords and other log-in related information ("Registration Information") so that the Service is able to access Account Information. If you become aware of any unauthorized use of your Registration Information, you should notify your financial institution immediately.

(v) Rights You Grant to Provider. By submitting data, passwords, user names, PINs, log-in information, materials and other Registration Information to Provider through the Service, you are voluntarily supplying that content to Provider for the purpose of providing the Service to you. By submitting such information to Provider, you represent that you are entitled to submit it to Provider for use for this purpose, without any obligation by Provider to pay any fees. By using the Service, you expressly authorize Provider to access your Account Information maintained by identified third parties, on your behalf as your agent. When you use the "Add Accounts" feature of the Service, you will be directly connected to the website for the third party you have identified. Provider will submit information including user names and passwords that you provide to log you into the site. You hereby authorize and permit Provider to use and store the information submitted by you (such as account passwords and user names) to accomplish the foregoing and to configure the Service so that it is compatible with the third-party sites for which you submit your information. You acknowledge and agree that when Provider is accessing and retrieving Account Information from the third-party sites, Provider is acting on your behalf and not on behalf of the third party. You acknowledge that certain risks are inherent in the transmission of information over the internet, and you agree that by using the Service you are assuming those risks.

(vi) Consent to Use of Data. You agree that Provider may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the Service. Provider may use this information, as long as it is in a form that does not personally identify you, to improve its products or provide services or technologies.

(vii) Disclaimer of Warranty. THE SERVICE IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SERVICE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SERVICE WILL BE UNINTERRUPTED. YOUR USE OF THE SERVICE AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

(viii) Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT,



TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, PROVIDER'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF \$250. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

(ix) Google Analytics. To assist Provider in maintaining and improving this application, Provider uses Google Analytics to gather information about usage of the Service. For example, it tracks how many visitors the Service has, which screens they spend time on, what kinds of operating systems and devices they use, and how they found the Service. Google Analytics does not track, collect or upload any data that personally identifies an individual (such as a name, email address, account number or billing information), or other data which can be reasonably linked to such information. The information helps Provider improve the performance of this Service for you. For more information on Google's use of the data, please see the website "How Google uses data when you use our partners' sites or apps" located at <http://www.google.com/policies/privacy/partners/>.

(x) Miscellaneous. This End User Agreement constitutes the entire agreement between you and Provider concerning the subject matter hereof. This End User Agreement will be governed by and construed in accordance with the laws of the state of Iowa, excluding that body of laws pertaining to conflict of laws. If any provision of that portion of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this End User Agreement are subject to the exclusive jurisdiction of the courts of Iowa and you expressly consent to jurisdiction and venue thereof and therein. This End User Agreement and all related documentation are and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.