



## Internet and Mobile Banking 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.

### 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 Internet Explorer, 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
Download to other Software	BANKWEST's Internet Banking Services allows you to download your transaction information to the following file types: .ofx, .iif, .qif, .csv, .txt
Funds Transfers	<p>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.</p> <p>The dollar amount per transfer is limited only by the balance in your account.</p> <p>Fund transfers that are done after 6:00 PM (Central Time) will be processed on the following business day. If your account has restrictions related to the number of withdrawals allowing during a statement cycle, those restrictions will be enforced as according to your original account agreement.</p>
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 365 days.
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.
View Current Deposit Rates	You may view the current deposit rates through BANKWEST's Internet Banking Services.
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)
Bill Pay	Pay third parties (businesses or individuals) through Bill Pay. See Bill Pay Services Agreement for terms and conditions.



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.

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.

If your Password has Been Lost or Stolen:

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

The Internet Banking Service:

The Internet Banking Services are provided by Jack Henry & Associates ("JHA"). The Mobile App is provided by MEA Financial. While BANKWEST coordinates the Internet Banking service with JHA, JHA performs all functions in connection with the Internet Banking Service.

## 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.