



Bank of Turtle Lake

Online Banking Agreement

If you would like to have a paper copy of this Agreement sent to you, please send us an e-mail at arica@btlnl.com or kellie@btlnl.com or teresa@btlnl.com .

This Online Banking Agreement (this “Agreement”) states the terms and conditions for Online Banking offered by Bank of Turtle Lake (the “Bank”). When you use, or you permit any other person(s) to use, Online Banking (collectively, “Online Services”), you agree to the terms and conditions of this Agreement. Further, you authorize Bank of Turtle Lake or appropriate third parties to debit, transfer, and process instructions initiated at your computer. You agree that any account that requires two or more signatures to make transfers or withdrawals is not eligible for those services are not eligible for those services in NetTeller Online Banking. These terms and conditions are in addition to those that apply to any accounts you have with the Bank. This agreement is an addendum to the existing Loan and/or Deposit Account Agreement that you received when opening your account, as amended from time to time.

As used in this Agreement, “you” or “your” refers to each person(s) subscribing to, using or accessing Online Services; “we”, “us” or “our” refers to the Bank or any agent, independent contractor, designee, or assignee the Bank may, in its sole discretion, involve in the provision of Online Services.

In the event that you experience a problem with your Online Banking User ID or Password, or believe that they have been lost, stolen or compromised, please contact the Bank by calling 701-448-2323 or 1-866-448-2325.

If you have questions about your Online Banking account you may use the secure messaging system within NetTeller Online Banking or you may also email us at info@btlnl.com. Email is not a secure communication method. Do not include any private information in your email message to us. Email transmitted to us often will not be delivered to us immediately. If you need

to contact us immediately, you should call us at 701-448-2323 or 1-866-448-2325.

Online Banking. You must have a personal or business checking, savings, loan or time deposit account at the bank, and access to the Internet to use Online Banking services. To use Online Banking and perform a transaction, enter your Online Banking User ID and Password as directed by the Online Banking screen message.

What You Can Do. You may perform the following transactions:

a) *Balance Inquiries.* You may use Online Banking to check the current balance, view account transaction history and other account information on your deposit accounts, loan accounts, and time deposits.

b) *Withdrawal Transaction.* You may use Online Banking to perform an unlimited number of funds transfers from your Bank checking or savings accounts to other Bank checking, savings or loan accounts. The dollar amount is limited only by your account balance.

****Note:** Passbook Savings and MMDA Accounts are restricted to 6 preauthorized withdrawals per month as per your account agreement. *Funds transfers from Online Banking are considered preauthorized.*

c) *Statement Inquiries.* You may use Online Banking to view and print out copies of your deposit account statements from the last 93 days.

d) *Stop Payments.* You may enter stop payments for checks provided they have not already been posted to your account. Stop payment requests are processed during normal business hours.

e) Requests received after hours will be processed on the next business day. You cannot request a stop payment of an electronic payment. The normal fee applies.

f) *Download to financial software.* You may use Online Banking to receive and download (to Intuit Quicken, Microsoft Money, etc.) your balance and transaction information for Bank of Turtle Lake accounts.

g) *Customer Service.* You may communicate with the Bank by using a personal computer to send and receive written messages

electronically. E-mail is not a secure communication method. Do not include any private information in your message. E-mail transmitted to us often will not be delivered to us immediately. If you need to contact us immediately, you should call us at 701-448-2323 or 1-866-448-2325.

Bill Payment.

- a) *Bill Payment.* As used in this Agreement, the term “Payee” means the person or entity to whom you wish a bill payment to be directed; “Payment Instruction” means the information provided by you to us for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date); “Payment Account” means your checking account from which a bill payment will be made; “Business Day” means Monday through Friday, excluding Federal Reserve holidays; “Scheduled Payment Date” means the Business Day of your choice upon which your bill payment will begin processing (a Scheduled Payment Date of a non-Business Day will be considered to be the previous Business Day); and “Cutoff Time” means 12:00 p.m. Central Time (CST) on any Business Day and is the time by which you must transmit Payment Instructions to have them considered entered on that particular Business Day.
- b) *Access to Bill Pay.* To gain access to Bill Payment, you must sign on to Online Banking by entering your Online Banking User ID and Password on the Bank’s web page. Select an option under “Bill Payment from the Online Banking menu.
- c) *Using Bill Pay.* To use Bill Payment, you must provide information online to us to identify your Payees. You can search the extensive database for existing Payees or set up a new Payee. You must provide sufficient information about a Payee to permit us to properly direct a payment and permit the Payee upon receipt of a payment to identify you as the payment source. You do this by filling in all required fields with accurate information, as directed by Bill Payment screen messages. By providing us with the names and account information of those Payees to whom you wish to direct payment, you authorize us to follow the Payment Instructions that we receive through the payment system. When we receive a payment instruction, you authorize us to debit your Payment Account and remit funds to the Payee on your behalf.

You will be able to set up the following types of bill payments:

1. *Single Payment:* You may schedule a payment to be made one time to a Payee. The payment may be scheduled on a future date, or on the same day that you enter the Payment Instruction provided you enter the Payment Instruction by the Cutoff Time.
2. *Recurring Payment:* You may schedule payments to Payees to be automatically initiated in a fixed amount on the same scheduled payment frequency. You may make payments weekly, bi-weekly, semi-monthly, monthly, quarterly, semi-annually or annually. If the Scheduled Payment Date does not exist in a certain month, then the payment will be initiated on the last Business Day of the month. For example, if you schedule a payment for the 30th of each month, your payment for the month of February will be on the 28th day of February.

Once your scheduled bill payment is “Processed”, we will relay your payment information to a third party vendor, who in turn will remit payment to your Payee by one of the following means, at the vendor’s sole discretion: (1) by electronic funds transfer; or (2) by mailing your Payee a check.

You may not schedule duplicate payments. A duplicate payment is one that is scheduled to be made to the same Payee on the same date for the same amount as a previously scheduled payment. A duplicated payment is different from a Recurring Payment. A Recurring Payment is scheduled for the same amount to the same Payee on a recurring schedule. In addition, a Single Payment to a Payee must be “In Process” (hereinafter defined) before an additional Single Payment can be scheduled to the same Payee.

While it is anticipated that most transactions will be processed and completed on the next Business Day after your Scheduled Payment Date, and arrive approximately 3-5 Business Days after your selected schedule Payment Date, it is understood that due to circumstances beyond our control, particularly delays in handling and posting payments by slow responding

payees or financial institutions, some transactions may take a day or even a few days longer to be credited by your Payee to your account. For this reason, it is necessary that all Scheduled Payment Dates selected by you be no less than five to seven (5-7) Business Days before the bill's actual due date if paid by check and three to five (3-5) Business Days before the bill's actual due date if paid by electronic funds transfer. Payment instructions entered after the Cutoff Time or on non-Business Days will be considered entered in Bill Payment on the next Business Day.

We will use our best efforts to make all your payments properly. However, we shall incur no liability if we are unable to complete any payments initiated by you through Bill Payment because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, your Payment Account does not contain sufficient funds to complete the transaction.
2. If Bill Payment or Online Banking is not working properly and you know or have been advised by us about the problem before you execute the transaction;
3. You have not provided us with the correct name, phone number or account information for the Payee, or you have not provided us with accurate personal information either during enrollment or on your Bill Payment Application, or you have otherwise provided incomplete Payment instructions; or,
4. If the Payee mishandles or delays a payment sent by us;
5. If you do not authorize a bill payment soon enough for your payment to be made and properly credited by the payee by the time it is due;
6. If the money in the account from which a payment or transfer is to be made is subject to legal process, or other encumbrances restricting the transaction; or

7. If circumstances beyond our control (such as, not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transactions and we have taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing seven (7) exceptions are applicable, if we cause an incorrect amount of funds to be removed from your Payment Account or cause funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, we shall be responsible for returning the improperly transferred funds to your Payment Account and for directing to the proper Payee any previously misdirected transactions.

The following uses of Online Banking and Bill Payment are strictly prohibited:

- b. Tax Payments and other governmental fees;
 - c. Court ordered payments, alimony, and child support payments;
 - d. Payments to payees outside the United States; and
 - e. Any payments in violation of any telecommunication, postal, or other federal, state or local laws or regulations or in furtherance or commission of any crime or other unlawful or improper purpose.
- d. *Statements.* All of your payments made through Bill Payment will appear on your monthly account statement(s). You can also view payment activity on the Online Banking Account Activity screen.
 - e. *Canceling the Bill Payment Service.* You may cancel your use of Bill Payment at any time by sending an electronic message or request (see the e-mail section) or by calling the Bank at 701-448-2323 or 1-866-448-2325. If you notify us by telephone, we may request that you put your request in writing. We cannot cancel Bill Payment service until all Pending Payments have cleared your Payment Account. If you have Pending Payments and do not want to wait for them to clear, you may individually delete these

future payments. The Bank may cancel or suspend Bill Payment in whole or in part, at any time without prior notice. Cancellation or suspension shall not affect your liability or obligations under this Agreement.

- f. *Returned Bill Payment Transactions.* In using Bill Payment, you are requesting that we make payments for you from your Payment Account. If we are unable to complete the transactions for any reason associated with your Payment Account (for example, there are not sufficient funds in your Payment Account to cover the transaction), the transaction may not be completed. In some instances, you will receive an overdraft notice from the Bank. In such case, you agree that:
1. You will reimburse us immediately upon demand for the transaction amount that has been returned to us;
 2. You will reimburse us for any fees imposed by the Bank as a result of the return;
 3. You will reimburse us for any fees we incur in attempting to collect the amount of the return from you; and,
 4. We are hereby authorized to report the facts concerning the return to a credit reporting agency.
- g. *Payee Limitation.* We reserve the right to refuse to pay any Payee to whom you may direct a payment for security reasons or any other reason. We will notify you promptly if we decide to refuse to pay a Payee designated by you. This notification is not required, however, if you attempt to make a prohibited payment under this Agreement.
- h. *Information Authorization.* Your enrollment in Bill Payment may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in Bill Payment, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, you agree that we reserve the right to obtain financial information regarding your account from a Payee to resolve payment-posting problems.

- i. *Closed Accounts.* You are responsible for any outstanding Bill Payments if you choose to close your bill payment account. You are to inform the bank of any outstanding payments at the time you close your bill payment account.

Address Changes. You agree to promptly notify the Bank of any address change, electronic mail address change, and/or any change to your telephone number.

Equipment. You are responsible for obtaining, installing, maintaining and operating all computer hardware, software and Internet access services necessary for performing online services and any fees related thereto. 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 browser to maintain the level of encryption required to operate Online Banking and Bill Payment, as that level may change from time to time.

Business Days/Hours of Operation. The Bank's business days are Monday through Friday, except Federal Reserve holidays. Online Banking and Bill Payment are available 24 hours a day, 7 days a week except during maintenance periods or circumstances beyond our reasonable control. All Online Banking transactions initiated after 6:00 p.m. Central Time will be posted to the appropriate account on the next Business Day. The cut-off time for Bill Payment transactions is 12:00 p.m. Central Time. Because of our daily processing requirements, there will be a period of about 45 minutes per business day when you will not be able to post transfers to your account. Generally, that downtime will occur between 6:15 p.m. and 7:15 p.m. Central Time.

Limitation of Access/Security. The Bank may terminate Online Banking and Bill Payment in whole or in part at any time without prior notice. The Bank reserves the right to limit or suspend your access to Online Banking and Bill Payment at any time. In order to maintain secure communications and reduce fraud, you agree to protect the security of your Online Banking User ID and Password. We reserve the right to block access to Online Services to maintain or restore security to our Site and systems, if we reasonably believe your access codes have been or may be compromised or are being used or may be used by an unauthorized person(s).

Fees. The Bank will not charge you a fee for using Online Banking or Bill Payment. The Bank may assess a fee for any bill payment request drawn against insufficient funds in your Payment Account. You will reimburse us for any fees imposed by the Bank as a result of the return and you will reimburse us any fees we incur in attempting to collect the account of the return from you.

Your Responsibility. Use of your Online Banking User ID and Password is the agreed security procedure to access Online Services. In order to prevent unauthorized access to your accounts and to prevent unauthorized use of Online Services, you agree, by using Online Banking and/or Bill Payment, to keep confidential, and to not give or make available your User ID and Password to any person not authorized to access your accounts. The loss, theft or unauthorized use of your User ID and Password could cause you to lose some or all of the money in your accounts, plus any amount available under your overdraft protection credit line. If you disclose your User ID and/or Password to any person(s) or entity, you assume all risks and losses associated with such disclosure. You are responsible for all transfers and Bill Payments you authorize using Online Services. If you permit any other person(s) or entity to use Online Services or to access or use your User ID and/or Password, you are responsible for any transactions and activities they authorize from your accounts. You agree to immediately notify us of any unauthorized use of your User ID and/or Password or of any other breach of security, or if you believe someone may attempt to use Online Services without your consent or has transferred money without your permission. You can contact us by calling 701-448-2323 or 1-866-448-2325 between 8:00 a.m. and 4:30 p.m. Central Time.

Damages. THE FOREGOING SHALL CONSTITUTE OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL WE BE LIABLE FOR INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, CAUSED BY THE USE THEREOF, OR ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF YOUR PERSONAL COMPUTER, HARDWARE, EQUIPMENT, SOFTWARE OR ANY INTERNET ACCESS SERVICES.

Warranties Disclaimer. THE ONLINE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED “ASIS”, AND WE DO NOT MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, CONCERNING THE HARDWARE, SOFTWARE OR ANY PART THEREOF, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Miscellaneous Terms. In addition to this Agreement, you agree to comply with all applicable account agreements, including, without limitation, the Loan and/or Deposit Account Agreement that you received when opening your accounts, as amended, and with all applicable State and Federal laws and regulations.

The Bank may amend or change this Agreement (including applicable fees and service charges) by sending you written notice by electronic mail or by regular mail sent to your address as it appears on your account records. You agree that the Bank may also send you future notices and disclosures about your accounts with the Bank by electronic mail, where permitted by law. Any use of the Online Services after we send you a notice of change will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the programs, services and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the programs, services, and/or related materials, and to limit access to Online Services more recent revisions and updates.

We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by an authorized bank officer. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or a waiver of any rights or remedies on future occasions.