



# 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 [info@btlnl.com](mailto:info@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. 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.

1. 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 or by sending us an electronic message using Online Banking.
2. **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.
3. **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 all your deposit accounts, loan accounts, and time deposit accounts.
  - 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:** Savings 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. The normal fee applies.
  - e. *Download to financial software.* You may use Online Banking to receive and download (to Intuit Quicken, Microsoft Money, etc.) balance and transaction information for Bank of Turtle Lake accounts.
  - f. *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.

#### 4. Bill Payment.

- a. *Using 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 9:00 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.

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.

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 30<sup>th</sup> of each month, your payment for the month of February will be on the 28<sup>th</sup> day of February.

You will be provided a confirmation number for each payment you schedule using Bill Payment. This number is available on the Personal Payment Schedule prior to the scheduled Payment Date and on the Payment History screen under the Bill Payment menu if you need to refer to it in the future. The confirmation number will help us resolve any questions you may have concerning your transactions.

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 schedule 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 (5) Business Days before the bill's actual due date if paid by check and three (3) Business Days before the bill's actual due date if paid by electronic funds transfer, not the late date and/or a date in the grace period. Payment instructions entered after the Cutoff Time or on non-Business Days will be considered entered in Bill Payment on the next Business Day. For Recurring Payments, this means that you must allow additional time for months in which weekends or holidays reduce the number of Business Days between the Recurring Payment date the bill's actual due date. If you properly follow the procedures described here in, and we fail to send a payment according to the Payment Instructions received, we will bear responsibility for late charges (up to a maximum of \$50.00 per scheduled payment per business Payee.) In any other event, including, but not limited to, choosing a Scheduled Payment Date less than five (5) Business Days before the bill's actual due date if paid by check and three (3) Business Days before the bill's actual due date if paid by electronic funds transfer, the risk of incurring and the responsibility for paying all late charges or penalties shall be borne by you.

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. 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. The Payee mishandles or delays a payment sent by us;
4. 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,
5. 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 five (5) 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.

A bill payment is a "Scheduled Payment" starting from the time you enter Payment Instructions until the payment is "Processed". A bill payment is "Processed" starting at the Cutoff Time on the Scheduled Payment Date. You may cancel or edit any Scheduled Payment (including Recurring Payments) by following the directions within Online Banking and Bill Payment. There is no charge for canceling or editing a Scheduled Payment. A canceled payment will not appear on your Payment History.

We may not have a reasonable opportunity to act on any stop payments or cancellation order given after payment is "Processed". If you desire to cancel or stop any payment that

has been processed, you must call bookkeeping at 701-448-2323 or 1-866-448-2325. If you call, we may also require you to present your request in writing within fourteen (14) days after you call. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. Stop payments requests will be accepted only if we have a reasonable opportunity to act on such requests. Stop payment requests sent to us via electronic mail or in any other manner may not reach us in time for us to act on your request. The charge for each stop payment order will be the then current charge for such service, as amended from time to time.

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; (2) by mailing your Payee a check drawn on an account the vendor maintains for this purpose. The timing when your scheduled bill payment is debited from your Payment Account is approximately 48 hours after the Scheduled Payment Date.

- *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.
- *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.
- *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.
- *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.
- *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.
- *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.

- *Closed Accounts.* You are responsible for any outstanding Bill Payment 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.

5. **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.
6. **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 3:30 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. & 2:00 am. Central Time. Because of our daily processing requirements, there will be a period of about 15 minutes per business day when you will not be able to post transfers to your account. Generally, that downtime will occur between 3:30 p.m. and 4:30 p.m. Central Time.
7. **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).
8. **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.