



Think of Us First!®  
**FIRST NATIONAL BANK**  
of Milaca

[www.fnbmilaca.com](http://www.fnbmilaca.com)

First National Bank of Milaca  
ATTN: Digital Banking Department  
(320) 983-1330  
PO Box 38  
Milaca MN 56353

## Online Banking Terms and Conditions - March 1, 2021

- 1. Service.** The Online Banking service ("Service") is designed to allow customers ("You", "Your") to perform a number of banking functions on your designated Eligible Accounts ("Account" or "Accounts") with First National Bank of Milaca ("Bank", "we", "our") in accordance with this agreement ("Agreement").

The terms and conditions of this Agreement supplement your existing Account Agreement and Disclosures governing your accounts with the Bank and any other Agreements you have with the Bank.

- 2. Acceptance of these terms.** After you have carefully read this Agreement in its entirety, and the linked Privacy Notice, you will be asked to accept the terms and conditions of this Agreement by clicking on the "I AGREE" button below. By accepting this Agreement, you are agreeing to all of the terms and conditions outlined within it. You are not permitted to alter or amend this Agreement or any related document without our express written consent. Any attempt to do so will be void and unenforceable. This Agreement is subject to change. Updates to this Agreement will be sent electronically if you have agreed to our Electronic Disclosure Consent Agreement, otherwise they will be mailed to you at the last known address in our files. We will provide you with advance notice if any changes to this Agreement are required by applicable law. If you have any questions about this Agreement, or if you want a paper copy, please contact our **Digital Banking Department at (320) 983-1330** or write us at **First National Bank of Milaca, ATTN: Digital Banking Department P.O. Box 38, Milaca MN 56353**. You should print and/or save a copy of this Agreement for your records.

If you do not agree to the terms of this Agreement and/or do not accept the electronic version of this document, select the "CANCEL" button below.

- 3. Fees/Charges.** The Bank **does not charge a fee** associated with the Online Banking Service.

This Service fee can be changed at any time per the Bank's discretion. We will notify you at least 30 days before we increase the Service Fee. If increased, this Service Fee will be charged per deposit and all Service Fees will be debited from your Account. Continued use of the service after we provide notice of the change in the fee amount indicates your acceptance to pay the new Service Fee amount.

#### 4. Definitions

- **Access ID** – means an access identification code used to access the Service
- **ACH Origination** - refers to the creation of debit and credit entries to facilitate the transfer or placement of funds in another institution through the Automated Clearing House (ACH) network, which is a batch processing payment system that U.S. financial institutions use to exchange and settle credit and debit transactions on behalf of their clients or

themselves. The ACH network is a funds transfer system governed by the National Automated Clearing House Association (NACHA).

- **Agreement** - means these terms and conditions of the Service.
- **Authorized User** - is any individual, agent, or authorized signer whom you allow to use the Service, your Passcode or other means to access your Eligible Account(s).
- **Billing Account** - is the account from which all Service fees will be automatically debited.
- **Business Day** - is every Monday through Friday, excluding Federal Reserve holidays.
- **Business Customer** - Refers to anyone other than a Consumer who owns an Eligible Account with respect to which the Service is requested primarily for business or commercial purposes.
- **Business Day Cutoff** - Refers to the cut-off time for processing purposes. The cut-off time for online transactions is based upon our Business Days and the Central Time Zone (USA). For posting purposes, we will process all transactions completed by 4:00 p.m. on the same Business Day. Transactions completed after 4:00 p.m. will be processed on the following Business Day.
- **Consumer** – Refers to a natural person who owns an eligible Account at this Bank and who uses the Service primarily for personal, family, or household purposes.
- **Electronically Created Items (ECI)** - Images created electronically and not from a paper check (i.e. emailed checks).
- **Electronic Funds Transfer (EFT)** – Refers to any transfer of funds initiated through the Service. If we grant transfer privileges through the Service and you are a non-Business Customer, then you have certain rights and responsibilities under the EFT Act (Reg E) which are further detailed within this Agreement.
- **Eligible Accounts** –Refers to any one of your account(s) to which we may allow access through the Service under this Agreement. You may request Internet access to any account that you are a signer or owner. If you or your Authorized Users desire features of the Service that allow you to initiate transfers, ACH transactions, or otherwise remove funds from an account, you must have the required withdrawal authority over the relevant Eligible Account. When using the Service, you agree to maintain one or more Eligible Accounts with us and to keep sufficient balances in any account to cover any transaction and fees that are ultimately approved by or related to the Service.
- **Joint Accounts** - If the accounts added to the Service are jointly held or have multiple signers, you agree that access to the information and all transactions initiated by the use of your Access ID and Passcode are authorized unless we have been notified to cancel the Service. If joint account holders use individual Access IDs, the Service may be identified as two separate Services. Transaction history is maintained for each Access ID.
- **Passcode** - means any code, Passcode, or personal identification number that is known solely by you and not by this Bank or our Service Providers and that you use to access the Service.
- **Payment Account** – is your Eligible account from which transfers will be debited.
- **Service** – means the Services offered by First National Bank of Milaca through its Service Providers.
- **Service Provider** - includes any agent, licensor, independent contractor or subcontractor that this Bank may involve in the provision of the Service. As used in this Agreement, “we”, “us” and “our” refer to this Bank and/or its Service Providers, as the case may be.
- **you and your** - As used within this Agreement, “you” and “your” refer to the person enrolling in the Service; owner of the Eligible accounts.
- **we, us, or our** – As used within this Agreement, refer to First National Bank of Milaca and any agent, independent contractor, Service Provider, sub-contractor, licensor, designee, or assignee that First National Bank of Milaca may involve in the provision of the Service.

**5. Prerequisites for Enrolling in the Online Banking Service.** In order to enroll in the Online Banking Service the following conditions must be met:

- You must have an Eligible Account with the Bank
- Your Account with us must be in good standing
- You must be 18 years of age or older or you must be 13 to 17 years of age and have a parent or guardian as joint owner on all eligible accounts.

**6. Hardware and Software.** In order to use the Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by Bank. Bank is not responsible for any third-party software you may need to use the Service. 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. Below is a basic list of requirements:

- You will need internet access through an Internet service provider (ISP) or data through a carrier plan.
- You will need an external email address for delivery of electronic notices and disclosures.

- You will need a computer and Internet browser that will support 128 bit encryption
  - Some features of the Service may not be supported with older browsers
  - We recommend the use of the most current, fully patched, versions of Internet browsers for accessing the Online Banking Service.
- You will need access to a printer and/or other storage medium such as a hard drive for downloading information or printing disclosures.
- You MUST maintain fully updated anti-virus protection on your computer at all times.

Prior to enrolling in this Service and accepting the electronic version of this Agreement, you should verify that you have the required hardware and software necessary to accept the Service.

If we revise hardware and software requirements, and if there is a material change that impacts your ability to access our Online Banking Service, we will give you advance notice of these changes and provide you an opportunity to cancel the Service and/or change your method of receiving electronic disclosures (e.g. change to paper format vs and electronic format) without the imposition of any fees.

Visit us at [www.fnbmilaca.com](http://www.fnbmilaca.com) for the most up to date list of hardware and software specification requirements

**7. Electronic Disclosures.** We may deliver amendments to this Agreement and other disclosures to you in an electronic format. Other disclosures may include:

- Monthly account statements
- Deposit account disclosures
- Notices regarding change in account terms and fees or charges
- Privacy notices

With your acceptance of our Electronic Disclosure Consent, you have agreed to accept this Agreement and other Online banking related disclosures in an electronic format. You also agree and represent that you have the necessary equipment for accessing the Online banking Service and for viewing electronic disclosures.

If you later change your mind, you may withdraw your consent and change to paper delivery format. You can notify us of your intent to cancel electronic disclosures by contacting our **Digital Banking Department at (320) 983-1330** sending us a secure email through the Online Banking Service , or writing us at **First National Bank of Milaca, ATTN: Digital Banking Department P.O. Box 38, Milaca MN 56353**

**8. Electronic Statements (e-statements).** As part of the enrollment application process, we may ask if you want to receive electronic only versions of your account statements (e-statements). If you enroll for e-statements and then later decide that you want to receive paper statements, you can “opt-out” of electronic delivery on the “Statements” page within the Service. After your opt-out request is processed, you will begin receiving paper copies of account statements. **ADDITIONAL CHARGES WILL APPLY**, see our current Common Fee Schedule on our website or call us at (320) 983-3101.

If you enroll for e-statements and then later close your accounts with the Bank, your access to the Service will also be terminated. You may request paper copies of historical statements by writing us at **First National Bank of Milaca, ATTN: Digital Banking Department P.O. Box 38, Milaca MN 56353**. See our current Common Fee Schedule for statement copy fees.

**9. Available Funds.** You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to cover all transactions required by any Authorized User and to cover any applicable fee(s) related to the Online Banking Service. We reserve the right, without liability, to reject or reverse a transaction if you fail to comply with this requirement or any other terms of this Agreement. If you do not have sufficient funds in the Account and we have not exercised our right to reverse or reject a transaction, you agree to pay for such transaction and any other overdraft charge on demand.

**10. Basic Services.** The basic features currently available through the Service include:

- Up to 24 months of transactional detail and history
- Account Inquiries for balances, rates, etc.
- Up to 24 months of Account Statements
- Transfers between your accounts at this Bank
- Secure e-mails/file transfer via the Service’s messaging system
- View loan balances

- Payments to loans at this Bank
- Transaction downloads

## 11. Other Online Banking Features

**Stop Payment Feature.** The stop payment feature within the Service is only for stopping payments on checks that you have written or for stopping pre-authorized electronic drafts that are deducted from your account. This feature is accessible in the “All Services & Settings” menu of the Service and provides a means to securely forward your stop payment requests to us for processing.

Stop payment requests received through the Service will generally be processed within one (1) to two (2) Business Days. Therefore, if your request is urgent, we recommend that you contact us via telephone or in person.

The stop payment feature within the Service should **NOT be used to cancel electronic transfers.**

There is typically a stop payment fee associated with this feature. Please refer to our current Common Fee Schedule for additional information or contact us at (302) 983-3101. Additional terms of acceptance or disclosures may apply on the stop payment service and these disclosures will be made at the time you complete the request. Additional information on stop payments is available within the Service.

**Address Change, Order Documents, Secure E-Mail & Secure File Delivery Services.** Additional features within the Service include: check reorders, secure emails for address changes, document requests, and secure file delivery. The submission of requests, such as those for address changes, document requests, or check reorders, will generate a secure email to this Financial Institution. Generally, requests received through the Service’s secure e-mail feature will be processed within one (1) to two (2) Business Days. For urgent requests, we recommend that you contact us at (320) 983-3101.

**Check Orders.** We also offer a direct link for check reorders. This link will securely submit your reorder request to the check-printing vendor. There may be additional fees associated with this service. Fees/Charges made available at the time of your request.

**Add or Remove linked Accounts.** In the “All Services & Settings” menu, you can request the addition/ removal of Linked Accounts.

**Secure file transfer.** The secure file transfer feature within the Service provides a means for you to forward files to this institution in a secure manner.

**External Transfers.** Transfers between your accounts at other Financial Institutions. A supplemental Agreement will be provided at the time you sign up for this service.

**My Spending.** A dashboard that aggregates information from all of your eligible accounts. It offers a way to monitor and adjust spending habits. See attached Addendum Attachment 1 for details.

**Pay Someone (Person to Person transfers).** Transfer funds from your bank account to another person by email or text. See attached Addendum Attachment 2 for details.

## 12. In Case of Errors or Questions About Transactions Involving Consumer Accounts.

Your liability regarding unauthorized transfers and errors involving Consumer Accounts may be limited by the Electronic Funds Transfer Act and related federal regulations, as further set forth in your Electronic Funds Transfer Initial Disclosure. Visit us at [www.fnbmilaca.com](http://www.fnbmilaca.com) to view the disclosure.

## 13. In Case of Errors or Questions About Transactions Involving Business Accounts.

Call us at (320) 983-3101 or write us at **First National Bank of Milaca, ATTN: Error Resolution Department, P.O. Box 38, Milaca, MN 56353** as soon as you can, if you think your periodic statement is wrong or if you need more information about a transfer covered by this Agreement, which is listed on the statement.

## 14. Contacting Us By E-Mail.

Sending e-mail is a very good way to communicate with us regarding the Linked Accounts or Online Banking Services. However, unless you use the “Messages” feature available through Online Banking Services AFTER YOU HAVE SECURELY LOGGED INTO THE ONLINE BANKING SITE, your email is sent via your own software and, as a result, may not be secure. Because of this, you should not include confidential information such as account numbers and balances in any unsecured e-mail to us. You cannot use e-mail to initiate Online Banking Services truncations. All such transactions must be initiated using the appropriate functions within the Online Banking Services. We will not be liable for any errors, omissions, claims, or problems of any kind involving your e-mail.

**15. Enrollment Process.** You must complete the enrollment process to use the Service online. The online process involves completing a secure online application that we will use to verify your identity. You will also choose your Access ID and Passcode during the enrollment process. We will notify you by secure email if your application and eligible accounts are approved.

**16. Linked Accounts.** When you first enroll for the Basic Service you will be asked for the eligible accounts you would like linked to the Service. Business Customers may be able to link personal Consumer accounts to the Service.

If the Eligible Accounts added to the Service are jointly held or have multiple signers you agree that access to the information and all transactions initiated by the use of your Access ID and Passcode are authorized unless we have been notified to cancel the Service.

Joint account holders should use individual Access IDs. The Service will identify the users separately. In some cases, if your account(s) require two signatures for withdrawal, we may only grant view only privileges to your Eligible Accounts through the Service

**17. Address, E-mail, or Payment Account Changes.** When you enroll in the Service, we may send you a "Welcome" e-mail or letter and/or secure messages through the Service regarding important Online Banking matters and/or changes to this Agreement. You must provide us your current email address and mailing address in order for us to deliver this information to you.

It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, physical and mailing address, phone numbers, and e-mail addresses. Changes can be made in either within the Service in the User Services menu or in person at any one of our branch officers.

**18. Signature Requirement.** When any online transfer or other payment instruction is initiated through the Online Banking Service for your benefit, you agree that we may debit the designated Eligible Accounts without requiring your signature on the item and without any notice to you. Requirement of dual signatures on checks, if applicable, does NOT apply to transfers initiated through the Online Banking Service.

Authorized Users of Business Customers that may be assigned transactional capabilities through the Service should be authorized by the Business Customer to make or approve electronic transfers, even though that person's authority to make transfers by other means may still require dual signatures.

**19. Account Balances.** Balances shown in your accounts may include deposits subject to verification by us. The balance reflected in the Service may differ from your records due to deposits in progress, checks outstanding, or other withdrawals, or charges. A transfer request may not result in immediate availability because of time requirements to process the request. A transfer request must be made before the Business day Cut off time to be effective the same Business Day.

The balances within the Service are updated periodically and the Service will display the most current "as of" date on the "Accounts" summary page. There may be situations that cause a delay in an update of your balances.

**20. Cancelling or Changing Transfers.** You cannot cancel a transfer after it has been entered into the system AND the information has been processed and/or transmitted to us through the Service; however, you can edit or change a transfer that is still pending.

In order to cancel or change a pending transfer, use the following procedures:

1. Log in and make edits to the appropriate transaction.
2. You may edit a pre-scheduled (future dated/automatic) transfer any time before 3:30 p.m. CT on the Business processing day before the scheduled transfer date.
3. For transfers, you can change the transfer amount to \$0.00, or
4. If you accidentally transfer funds, you can schedule another transfer to move funds to back to the original account.

**21. Transaction Limitations.** You may use the Service to check the balance of your Eligible Account(s) and to transfer funds among your Eligible Accounts at this Bank. You must have sufficient funds in your account to cover the amount of any online transfer on the scheduled payment date set for the transaction, or the transaction may not be processed.

Current federal regulations restrict the number of transactions that you can make from certain types of accounts, such as Money Market and Savings Accounts. For these types of accounts, you may not make more than six (6) pre-authorized (automatic) electronic funds transfers (EFTs), which include computer-initiated transfers, telephone transfers, checks, and point-of-sale transactions during a monthly period. Online account transfers are counted toward the six permitted monthly transfers.

Please refer to your original account agreement for excessive activity. Fees may apply. Federal regulation places no limitations on the number of transfers from your checking account.

**22. Internet Security.** The Service utilizes a comprehensive security strategy to protect your accounts and transactions conducted over the internet.

Access IDs and Passcodes - One of the main security features protecting the Service is the unique combination of your Access ID and Passcode. During the enrollment process, you will be asked to select a unique Access ID and Passcode. For security purposes, do not use your account number or social security number as your Access ID. Encryption and access controls are used to protect your Passcode within our database. If you need to reset your Passcode, you may use our online-automated Passcode reset feature or you may contact this Institution for assistance.

Because your Passcode is used to access your accounts, you should treat it as you would any other sensitive personal data.

- You should carefully select a Passcode that is difficult to guess.
- You should **not** use words based on your name, address or other personal information.
- Special characters may be used to increase security.
- Do **NOT** use dictionary words.
- Keep your Passcode safe.
- Memorize your Passcode and do **NOT** write it down.
- You should also change your Passcode occasionally, such as every 90 days.
- Passcodes should not be shared with anyone, even Authorized Users.
- The “Help” link within the Service will offer tips on choosing a secure Passcode that you can remember.

When you enroll for the Service you agree to change your Passcode immediately if you suspect that your Passcode has been compromised. This can be done at any time from the “All Services & Settings” menu after you log on to the Service.

**NEITHER THIS INSTITUTION NOR ITS SERVICE PROVIDERS WILL CONTACT YOU BY TELEPHONE, EMAIL OR TEXT MESSAGING REQUESTING PERSONAL INFORMATION, SUCH AS YOUR ACCESS ID, PASSCODE, CREDIT CARD NUMBER, ATM CARD NUMBER OR ATM PIN. IF YOU ARE CONTACTED BY ANYONE REQUESTING THIS TYPE OF INFORMATION, DO NOT PROVIDE ANY INFORMATION AND CONTACT OUR ONLINE BANKING DEPARTMENT IMMEDIATELY.**

Encryption – Encryption is the process of scrambling data content through hardware or software in order to protect the confidentiality of a file’s contents. The Service uses Secure Socket Layer (SSL) encryption technology for everything you do while using Online banking. Your browser automatically activates this technology when it attempts to connect to our Service. The Service requires a browser that supports 128-bit encryption and we will warn you if your browser does not meet this requirement.

Whenever SSL is securing your communications, the browser will typically indicate this *secure session* by changing the appearance of a small icon of a padlock at the top of the screen from “open” to “locked”. What this means to you is that your communications are scrambled from your browser to our servers at all times so no unauthorized party can read the information as it is carried over the Internet.

Certificate Authentication - The servers hosting the Service have been certified by a certificate authority to assure you that you are actually talking to the Service instead of someone pretending to be us. By clicking on the lock within the Service, you can view the certificate to ensure it is valid.

Cookies - During your use of the Service, our Service Provider will pass an encrypted *session cookie* to your computer that enables us to process multiple transactions during the session without having to provide an Access ID and Passcode for each individual transaction. You must accept this cookie to use the Service. The *session cookie* is stored on your computer’s hard-drive, identifying your computer while you are logged on. The *session cookie* does not contain any personal information. When you log off, close your browser, or turn off your machine, the *session cookie* will be destroyed. A new cookie is used for each session; thus, no one can use the prior cookie to access your account. Our Service Provider also uses persistent or “permanent” cookies to identify this Institution and your computer as part of our enhanced security. The permanent cookies will remain on your computer’s hard drive until you clear cookies with your browser. If you do not accept these cookies, you may not be able to use all the features of the Service.

Multi-Layered Authentication - We use multi-layered authentication (or enhanced security) to help prevent unauthorized access to your accounts. As part of our enhanced security solution the Service will ask you to select challenge questions that may be used to help verify your identity in the event unusual login or transaction activity is detected. We may also send you a One Time PIN (OTP) that can be used to help authenticate your login or transaction requests.

**23. Limitation of Service.** When using the Service, you may experience technical or other difficulties. The Bank is not liable for or responsible for any technical difficulties or any resulting damages that you may incur. We reserve the right to change, suspend or discontinue the Service, in whole or in part immediately and at any time without prior notice to you. If the Bank determines that there has been an adverse change in your financial condition, the Bank, in its sole discretion, may change or discontinue the Service in whole or in part, effective immediately.

**24. Your Responsibility.** You are solely responsible for controlling the safekeeping of and access to, your Online Banking Services. You are liable for all transactions you make or that you authorize for controlling the safekeeping of and access to, your Online Banking Services. You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify the Bank and arrange to change your Passcode and any other access credentials that may apply. You will be responsible for any Payment request you make that contains an error or is a duplicate of another Payment. The Bank is not responsible for a Payment that is not made if you did not properly follow the instructions for making a Payment. The Bank is not liable for any failure to make a Payment if you fail to promptly notify the Bank after you learn that you have not received credit from a Payee for a Payment. The Bank is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the Bank's agent. In any event, the Bank will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if the Bank has knowledge of the possibility of them. The Bank is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the Bank's reasonable control.

IF YOU OR YOUR AUTHORIZED USERS DISCLOSE YOUR PASSCODE TO ANYONE, AND/OR IF YOU ALLOW SOMEONE TO USE YOUR PASSCODE TO ACCESS YOUR ACCOUNTS, YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OF THE SERVICE BY THEM (E.G., SUCH AS WHEN YOU PROVIDE THIS INFORMATION TO A JOINT ACCOUNT HOLDER, AN EMPLOYEE, AN AGGREGATION SERVICE PROVIDER, OR WHEN YOUR COMPUTER IS COMPROMISED BY A KEY STROKE LOGGING VIRUS OR ANY OTHER TYPE OF MALWARE).

You agree that we may send notices and other communications, including Passcode change confirmations, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual.

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATIONS, AND OPERATION OF YOUR COMPUTER INCLUDING BUT NOT LIMITED TO THE USE OF FREQUENTLY UPDATED ANTI-VIRUS PROTECTION.

NEITHER THIS FINANCIAL INSTITUTION NOR ITS SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY DELAYS, ERRORS, DELETIONS, FAILURES, OR DISCLOSURE OF PERSONAL OR BUSINESS ACCOUNT INFORMATION THAT MAY OCCUR AS A RESULT OF ANY VIRUS, TROJAN, SHARED PASSCODE, OR MALFUNCTION BECAUSE OF YOUR COMPUTER OR SOFTWARE OR YOUR FAILURE TO ADEQUATELY MAINTAIN AND SECURE YOUR COMPUTER AND SOFTWARE.

- All Authorized Users should sign-off after every session. While online sessions will automatically end after a period of inactivity, logging off can help protect you in case you accidentally leave your computer unattended.
- Refrain from using public computers (e.g. computers in a library, Internet café or hotel business center) to access your online banking accounts. The security of public or shared computers cannot be assured.
- Always keep your computer's operating system and browser fully patched for critical security issues. We recommend use of the most current, fully patched, versions of Internet browsers for accessing the Service.
- Always keep your anti-virus and anti-spyware software current and routinely scan your computer, servers, and electronic media using reliable virus detection and anti-spyware products. Undetected or un-repaired viruses or malicious software (malware) may affect the performance of your computer, corrupt and destroy your programs, files, and even your hardware. Furthermore, undetected or un-repaired viruses or malware may affect the security of online accounts and the privacy of personal information stored on your computer. If your computer is compromised by some form of malware, virus, or Trojan, you could unintentionally transmit sensitive account information or personal data to another third party or transmit a virus to other computers.
- Always use a firewall product (hardware and/or software), especially if you have a broadband Internet connection such as DSL or cable modem.

- If you use a wireless Internet connection to access your online accounts, ensure that the wireless network is encrypted.

Occasionally we may post important security notices on our website and/or send online banking users' security related notices or reminders; it is your responsibility to read all security notices.

In addition, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, or disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. Our technology partners and we retain all rights, title and interests in and to the Service, Software and Development made available to you.

**25. Our Liability for Failure to Complete Transactions.** We will use commercially reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transactions initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, your Eligible Account(s) does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account (if applicable);
2. A payee, transferee, or its financial institution mishandles or delays handling funds properly sent by us for any reason;
3. The Service is not working properly and you know or have been advised by this Institution and/or its Service Providers about the malfunction before you execute the transaction;
4. Your computer, software, communication line, PC, modem, or ISP was not working properly and you knew or should have known about the malfunction when you started the transaction;
5. You have not provided the Service with the correct information, or the correct name, address, phone number, transfer or payment amount, or account information;
6. Your Eligible Account(s) is closed or restricted by us;
7. The transaction request involves funds subject to hold, dispute, restriction, or is subject to a legal process we believe restricts, delays, or prevents their withdrawal;
8. We have reason to believe that a transaction request may not be authorized by you or any third party whose authorization we believe is necessary; and/or
9. Circumstances beyond control of the Service, our Service Providers, and this Institution (such as, but not limited to, earthquakes, fire, flood, acts of God, computer failures, electrical outages, government restraint, Internet or ISP disruptions, or other interference from a third party or an outside force, or a delay in the transmittal of a payment by mail or otherwise) prevented the proper completion of the transaction despite reasonable precautions taken by us to avoid those circumstances.

**26. Documentation of Transfers.** Information regarding Online Banking transactions will be reflected on the account detail in the Service and on your periodic account statements(s).

**27. Limitation Of Service.** When using the Service, you may experience technical or other difficulties. The Bank is not liable for or responsible for any technical difficulties or any resulting damages that you may incur. We reserve the right to change, suspend or discontinue the Service, in whole or in part immediately and at any time without prior notice to you. If the Bank determines that there has been an adverse change in your financial condition, the Bank, in its sole discretion, may change or discontinue the Service in whole or in part, effective immediately.

**28. Ownership & License.** You agree that the Bank retains all ownership and proprietary rights in the Service, associated content, technology, website(s) and app(s). Your use of the Service 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 Service. Without limiting the restriction of the foregoing, you may not use the Service (i) in any anti-competitive manner, (ii) for any purpose, which would be contrary to Bank's business interest, or (iii) to Bank's actual or potential economic disadvantage in any aspect. 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 Service.

**29. Assignment.** You may not assign this Agreement to any other party. We may assign this Agreement at our sole discretion. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.



**30. TERMINATION.** The Bank has the right to terminate this Agreement at any time. You may terminate this Agreement by written notice to **First National Bank of Milaca, ATTN: Digital Banking Department P.O. Box 38, Milaca MN 56353**. The Bank is not responsible for any fixed Payment made before we have a reasonable opportunity to act on your termination notice. You remain obligated for any Payments made by the Bank on your behalf.

Access to our Service may be canceled in whole or part without prior notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. If your account(s) is closed or restricted for any reason, or if there has not been any Online Banking activity for a period of 6 consecutive months, accessibility may be terminated.

After termination or suspension of the Service, we may consider reinstatement once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to request reinstatement of the Service, you must call our Online Banking Department.

**31. DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR SOLE 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 EXPRESSED 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. YOU AGREE AND ACKNOWLEDGE THAT NO EXPRESS WARRANTIES HAVE BEEN GIVEN.

**32. 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 SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

**33. Governing Law and Attorney Fees.** The laws of the State of Minnesota shall govern all issues under this Service Agreement, and all actions, claims and defenses shall be brought in the Minnesota Seventh Judicial District, Mille Lacs County. In the event of any dispute, the prevailing party shall be entitled to recover its reasonable attorney fees, court costs, collection expenses and litigation costs.

## **ADDENDUM ATTACHMENTS 1 and 2 TO FOLLOW**

**Online Banking Services Addendum  
Attachment 1**

**My Spending Services  
End User Agreement**

This Addendum between you and The First National Bank of Milaca, Milaca, MN governs the use of My Spending within Online Banking Service. This Agreement is an addendum attachment to your Online Banking Agreement and supplements other deposit agreements with the First National Bank of Milaca.

1. **SERVICE.** My Spending Services is a dashboard of aggregated information from your online accounts with monitoring and budgeting capabilities.
2. **ACCEPTANCE OF THESE TERMS.** Your use of the Services constitutes your acceptance of this User agreement. This User agreement is subject to change from time to time without prior notice to you. If you continue to use the Service thereafter, your continued use of the Services constitutes your acceptance of the changes and the Agreement. The licenses, user obligations, and authorizations described herein are ongoing.
3. **Fees/Charges.** The Bank **does not charge a fee** associated with the My Spending Service.
4. **Accurate Records.** Accurate records enable us to provide the Services to you. You must provide accurate, current, and complete information about yourself and your accounts maintained at third party account providers' web sites (**Third Party Sites**), as requested in our registration and account setup forms, and you may not misrepresent your identity or your account information. In order for the Services to function effectively, you must also keep your registration and account information up to date and accurate.
5. **Licensing.** By using the Services you are licensing to us and our service providers any information, data, passwords, usernames, other login-information, materials or other content you provide through the Services or that we or our service providers retrieve on your behalf for purposes of providing the Services (collectively, **Content**) and we and our service providers may use, modify, display, distribute and create new materials using such Content.
6. **Limited Power of Attorney.** You grant us and our service providers a limited power of attorney and you appoint us and our service providers, as your true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for you and in your name, place and stead, in any and all capacities, to access Third Party Sites, retrieve information, and use your information, as described in this End User's Agreement with the full power and authority to do and perform each and every act and thing required and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. You understand and agree that the Services are not sponsored or endorsed by any third party site. **YOU ACKNOWLEDGE AND AGREE THAT WHEN WE OR OUR SERVICE PROVIDERS ACCESS AND RETRIEVE INFORMATION FROM THIRD PARTY SITES, WE AND OUR SERVICE PROVIDERS ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF THE THIRD PARTY SITES.**
7. **Third Party Services.** With respect to any third party sites we may enable you to access through the Services or with respect to any non- Financial Institution accounts you include in the Services, you understand and agree that the Online Banking Services not sponsored or endorsed by any third party account providers accessible through the Services.

- 8. Suspension or Termination.** We reserve the right to immediately suspend or terminate your use of My Spending Services without notice if we believe that (i) you are using the Services for any unlawful purpose, or (ii) you have breached this End User's Agreement.
- 9. Use of Information.** Anonymous, aggregate information, comprised of financial account balances, other financial account data, or other available data that is collected through your use of the Services, may be used by us and our service providers to conduct certain analytical research, performance tracking and benchmarking. Our service providers may publish summary or aggregate results relating to metrics comprised of research data, from time to time, and distribute or license such anonymous, aggregated research data for any purpose, including but not limited to, helping to improve products and services and assisting in troubleshooting and technical support. Your personally identifiable information will not be shared with or sold to third parties.
- 10. Hold Harmless.** You agree to defend, indemnify and hold harmless Financial Institution, its third party service providers and their officers, directors, employees and agents from and against any and all third party claims, liabilities, damages, losses or expenses, including settlement amounts and reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of the Services, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.
- 11. 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, and our service providers, 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 non-infringement. We, and our service providers, 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 Services will be accurate or reliable, (iv) the quality of any products, services, information, or other material obtained by you through the Services will meet your expectations, or (v) any errors in the services or technology will be corrected.
- 12. Your Responsibility and Risk.** Any material downloaded or otherwise obtained through the use of the Services is done at your own discretion and risk and you are solely responsible for any damage to your computer system or loss of data that results from the download of such material. No advice or information, whether oral or written, obtained by you from financial institution or its service providers through or from the Services will create any warranty not expressly stated in these terms.
- 13. Liability of Service Provider.** You agree that financial institution and its third party service providers 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, even if we have been advised of the possibility of such damages, resulting from (i) the use or the inability to use the Services at our website/mobile application or of any third party account provider's website/mobile application; (ii) the cost of getting substitute goods and services, (iii) any products, data, information or services purchased or obtained or messages received or transactions entered into, through or from the Services, (iv) unauthorized access to or alteration of your transmission or data, (v) statements or conduct of anyone on the Services, (vi) the use, inability to use, unauthorized use, performance or non-performance of any third party account provider site, even if the provider has been advised previously of the possibility of such damages, or (vii) any other matter relating to the Services.

## Online Banking Services Addendum

### Attachment 2

# Pay Someone Services

## (Person to Person Transfers)

### End User Agreement

This Addendum between you and The First National Bank of Milaca, Milaca, MN governs the use of Pay Someone (Person to Person, P2P) transfers within Online Banking Service. This Agreement is an addendum attachment to your Online Banking Agreement and supplements other deposit agreements with the First National Bank of Milaca.

Any Account accessed through the Service is also subject to the terms and conditions of your Account (“Account Disclosures”). You should review the Account Disclosures carefully, as they may include transaction limitations and fees that might apply to your use of the Service.

1. **SERVICE.** Pay Someone Service allows you to transfer funds to a recipient by electronic means. These terms and conditions apply to all products, services and transfers offered or accessible through the Service offered by First National Bank of Milaca for all persons using this Service as a Sender or Recipient or registering to use this Service.
2. **ACCEPTANCE OF THESE TERMS.** Your use of the Services constitutes your acceptance of this User agreement. This User agreement is subject to change from time to time without prior notice to you. The Bank may provide you with an email notification of such amendments. If you continue to use the Service thereafter, your continued use of the Services constitutes your acceptance of the changes and an agreement to be bound by this User Agreement. The licenses, user obligations, and authorizations described herein are ongoing.

3. **FEES/CHARGES AND LIMITATIONS.** There is a **\$1 per transaction** fee associated with the Pay Someone Service.

This Service fee can be changed at any time per the Bank’s discretion. We will notify you at least 30 days before we increase the Service Fee. If increased, this Service Fee will be charged per transaction and all Service Fees will be debited from your Account. Continued use of the service after we provide notice of the change in the fee amount indicates your acceptance to pay the new Service Fee amount.

The Bank may establish limits on the number of Transfers and/or the total dollar amount of Transfers that can be attempted or completed. We may modify the amount and frequency of Transfers at any time for security reasons or due to account activity. The receiving institution may have limits on the number and type of Transfers allowed. The receiving financial institution may also charge a transaction fee.

Please note that your mobile carrier may charge you for text messaging. Please check your mobile service agreement for details on applicable fees.

4. **Agreement to Conduct Transactions by Electronic Means.** You agree to conduct the transfers offered through the Service by electronic means and acknowledge that all documents, disclosures, forms and other information related to such transactions will be provided to you through a mobile or web-based electronic interface or email. Each time you use this Service and submit information to the Bank you agree to the electronic access, receipt and acceptance of documents, disclosures and forms concerning the Service. You may not use this Service unless you agree to receive documents by electronic means.

You further agree that you intend to electronically contract with us for the Service and that all transactions completed through this Service will result in valid and legally binding agreements. You also agree that you have adequate access to a computer or mobile phone with sufficient internet connectivity to conduct these transactions online. You acknowledge that you meet the hardware and software requirements to access this Service as described below.

5. **Agreement to Receive Disclosures Electronically.** You agree to receive all legal and regulatory notices, disclosures and other communications associated with your registration or use of this Service through electronic means including web-based electronic interface, mobile phone interface or email.

6. **Hardware, Software and Operating System.** You must use a computer or mobile phone to use this Service. You must have a device that uses a supported version of one of the following browsers: Internet Explorer, Firefox, Chrome, or Safari. You may also use a mobile phone application developed for this Service if your mobile phone supports it. The Bank is not responsible for errors, failures, or malfunctions of any device used or attempted to be used for access to this Service. The Bank is also not responsible for viruses or related problems associated with use of these online systems and/or devices.

## 7. Definitions

“Account” or “Accounts” refers to any accounts that may be debited or credited with funds under these Terms of Use.

“NACHA” means the National Automated Clearing House Association.

“Payment Network Rules” means the rules and operating guidelines of any payment network through which Transfers are processed in connection with the Service, including the rules of the National Automated Clearing House Association for automated clearinghouse transfers.

“Recipient” means a U.S. recipient to whom the Sender transfers funds.

“Sender” is the Bank’s customer enrolled in the Service with a funding account assigned to the United States.

“Service” means the P2P service that allows a Sender to send funds to Recipient.

“Service Provider” is the third party service provider engaged by the Bank in connection with offering the Service.

“Transfer” means an electronic funds transfer from an account at the Bank to an account of another party by means of the Service.

“Transfer Instructions” are the information that you provide when using the Service. “Us,”

“We,” and “Our” means Bank.

“You” and “Your” mean each person who applies or registers to use the Service and each person who uses the Service, including both the Sender and Recipient of a Transfer.

## 8. Description of Service and Consent to Emails and Text Messages

A Sender may send one-time Transfers to Bank customers or a depositor of another financial institution. Notice is given to the Recipient by the Sender providing the Recipient's email address or mobile phone number. You may originate these Transfers by use of a computer or a mobile phone. You may register for the Service which will make future Transfers more convenient for you. To use this Service you are providing information to our Service Provider from your mobile phone or other electronic device. Service Provider is a vendor of the Bank.

By participating in the Service, you are representing to the Bank that you are the owner or you have the authority to act on behalf of the owner of the mobile phone number or email address you are using to send or receive messages regarding Transfers. In addition, you are consenting to the receipt of emails or text messages from the Bank or its agent, regarding the Service or Transfers and you represent to the Bank that you have obtained the consent of the Recipient(s) of your intended Transfer(s). You agree that the Bank and our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you register.

You further acknowledge and agree:

- a) You will immediately notify us if any email address or mobile phone number you have registered is (i) surrendered by you, or (ii) changed by you.
- a) In the case of any messages that you may send using the Service or that we or our agents may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we or our agents send on your behalf may include your name.

## 9. Eligibility

Individuals (13+ years old) with a deposit account at the Bank are eligible to use this Service to send funds to a Recipient. Any individual age 13 years and older with bank account registered in the United States may use this Service to receive funds that are transferred by the Sender. The Service is not offered to individuals under the age of 13. Other restrictions and eligibility requirements apply as described in this Agreement or other disclosures. The Bank does not knowingly collect any personal information from or about individuals under 13 years of age. Please do not submit such information to the Bank, and as a parent or legal guardian, please do not allow your children to submit personal information without your permission. By using the Service, you represent that you meet these requirements. You will comply with applicable law when using the Service and will not initiate Transfers in violation of any applicable law. Without limiting the foregoing, you agree that you will not use the Service to request, send or receive money from anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, or gambling debts. We reserve the right to suspend or terminate your use of the Service if we believe that (i) you are using the Service for any unlawful purpose, (ii) you have breached these Terms of Use or (iii) you or any Transfer violates Payment Network Rules or applicable law. Certain additional restrictions on the types of Transfers you may request are included in Section 7 of these Terms of Use and elsewhere in these Terms of Use.

## 10. Transfers

You may make one-time Transfers by entering your debit card number and email address. The Sender provides the Recipient's email address or mobile phone number, and the Service uses this information to notify the Recipient. A Recipient must accept the Transfer within 10 days, or the Transfer will be cancelled and reversed. During this period, funds will be removed from the Sender's Account for the amount of the Transfer and the fee. Once the Recipient has successfully accepted the Transfer, funds will be sent to the Recipient's financial institutions for deposit to the Recipient's account. If the Sender and Recipient are both Bank customers enrolled in the Service, Transfers will be immediately debited from the Sender's Account and reflected in the Recipient's Account. If the Sender and Recipient are both enrolled in the Service but are customers of different financial institutions, Transfers will be immediately debited from the Sender's Account and will be delivered to the Recipient's financial institution once claimed. The Bank is not responsible for any failure of another financial institution to timely credit its customer's account.

You acknowledge and agree that Transfers will be completed using only the email address or mobile phone number you enter even if it identifies a person different from your intended Recipient. The name you enter will help you identify your intended Recipient in the drop down menu and your transaction history but will not be used to process payments. You must accurately enter the Recipient's email address or mobile phone number since your obligation to pay for the Transfer will not be excused by an error in the information you enter.

You acknowledge and agree that Transfers are subject to the Payment Network Rules of the payment systems through which Transfers are completed, including the NACHA rules with respect to automated clearinghouse transactions, and that you will be bound by the Payment Network Rules. In accordance with such Rules, any credit to an Account will be provisional until the Financial Institution or the third party institution, which holds the account, has finally settled such credit.

It is the responsibility of the Sender and Recipient of funds to provide accurate information. You agree that you as Sender are authorized to debit or as Recipient are authorized to credit funds into the Accounts whose numbers you provide or into the Accounts associated with the card number you are providing. You authorize the Bank, directly or through third parties, to make any inquires considered necessary to validate your identity.

You authorize the Bank and its service providers to debit and credit your Accounts and your Recipients in order to complete any Transfer you initiate through the Service and to make any corrections to such Transfers. The Bank and its service providers may process such transfers through any payment system of their choosing, including the automated clearinghouse ("ACH") network. If you are receiving funds, you authorize the crediting of your account using any payment system we choose, including the ACH network.

## 11. **Sender Acknowledgment**

By using this Service you, as the Sender, authorize the sending of an email or text message instructing the Recipient how to receive the funds that you are sending. You are further authorizing any Recipient of this message to act on the instructions to receive the funds you are sending. You acknowledge that any party receiving the email message at the email address you provide or text message at the mobile phone number you provide may obtain the funds you are sending.

You acknowledge and agree that we are not responsible for determining the identity of the party who receives the email or text message and acts upon the email or text message you provide. Your funds may not reach the intended Recipient because of errors made by the Sender or Recipient and you could lose all the funds. The funds that are credited to the Recipient's account cannot be recalled by us. If you suspect that you have entered information incorrectly, call us immediately and we may be able to cancel the Transfer. We have no obligation to cancel the Transfer or to reimburse funds that were transferred according to the Sender's instructions. Furthermore, we may reject any Transfer request and may terminate your use of this Service for any reason including attempting insufficiently funded Transfers.

## 12. **Recipient Acknowledgment**

By using this Service you as the Recipient are confirming that you are the person to whom the Sender intends to transfer funds. As the Recipient, you will be asked to provide debt card information that will be used to transfer funds to your Account. If you choose not to provide your debit card information, you will be asked to provide account information including account number and routing information for your financial institution. In this case, the funds will be transferred through an Automated Clearing House funds transfer.

It is important that you enter accurate information. You agree that the Bank, the receiving financial institution and our Service Provider(s) may rely solely on the instructions you provide. If you enter inaccurate account information the funds may be deposited into another person's account. You acknowledge that the financial institution may make the deposit based on the account number or card number you provide even if those numbers do not correlate to the name that you provide. You may lose all of the funds that were transferred. The funds that are credited to the account or debit card number cannot be recalled by us. Retrieval of misdirected funds is the Recipient's responsibility.

If you suspect that you have entered information incorrectly or that you have received funds in error, call us immediately and we may attempt to cancel the transaction. We have no obligation to cancel the Transfer or to reimburse funds that were transferred according to the Recipient's instructions.

## 13. **Timing of Transfers**

Transfers to remove the funds from the Sender's Account may take place immediately. However, the timing of funds received will depend on when the Recipient responds to the email or text message and when their financial institution posts the Transfer. The posting of the Transfer is dependent on the business days of that institution.

## 14. **Issues Affecting the Posting of Transfers**

You authorize us to debit your account to complete the Transfer you request. If you are receiving funds, you authorize the Bank to credit your Account using card networks/switches or NACHA.

Other events may affect the timing or success of a Transfer reaching the intended Recipient. Such events may include, but are not limited to, errors made by the Sender or Recipient in entering information, inaccurate account or card number information, delays in posting by the receiving institution, acts of God, and network and NACHA interruptions. If we believe the Transfer may be illegal, we may decline or reverse the Transfer. The receiving institution may choose not to post the Transfer or to delay posting the Transfer. Neither the Bank nor the Service Provider is responsible for any delays in the Transfer of funds or the posting of funds to the Recipient's Account. You may have certain rights and responsibilities regarding the failure to timely post transactions and you are encouraged to pursue dispute resolution with the receiving financial institution.

Financial institutions have rules and regulations that govern their accounts. Some of these regulations may not allow a POS or ACH transfer of funds. You are responsible for ensuring that these types of Transfers are allowed for the Account that you specify. For example, an IRA may not allow electronic transfers directly into the Account. We

are not responsible for any action or lack of action taken by the financial institution that delays, inhibits, or prevents the posting of the Transfer to the Account.

**15. Limitations of Warranties**

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL.

**16. Limitation on 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 SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF

**17. Indemnification**

You agree to indemnify, defend, and hold the Bank and its affiliates, officers, directors, employees, consultants, agents, service providers and licensors harmless from any and all third party claims, liability, damages, and/or costs (including but not limited to reasonable attorneys' fees) arising from your use of the Service, our reliance on the Transfer instructions and other information you provide, the performance or non-performance of other financial institutions, or other signers, owners or users of your Accounts.

**18. Severability.**

If any provision of these Terms of Use are found to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force.

**19. Governing Law and Attorney Fees.** The laws of the State of Minnesota shall govern all issues under this Service Agreement, and all actions, claims and defenses shall be brought in the Minnesota Seventh Judicial District, Mille Lacs County. In the event of any dispute, the prevailing party shall be entitled to recover its reasonable attorney fees, court costs, collection expenses and litigation costs.

**20. Contacting Us**

If you have any questions about this Service or this Agreement, you may contact our Digital Service Department @ **(320) 983-1330** or write us at **First National Bank of Milaca ATTN: Digital Service Dept. P.O. Box 38, Milaca, MN 56353.**

Sending e-mail is a very good way to communicate with us regarding the Connected Accounts or the Online/Mobile Banking Services. However, unless you use the "Messages" feature available through Online Banking Services AFTER YOU HAVE SECURELY LOGGED INTO THE ONLINE BANKING SITE, your e-mail is sent via your own software and, as a result, may not be secure. Because of this, you should not include confidential information, such as account numbers and balances in any unsecured e-mail to us. You cannot use e-mail to initiate Online/Mobile Banking Services transactions. All such transactions must be initiated using the appropriate functions within the Online Banking Services. We will not be liable for any errors, omissions, claims, or problems of any kind involving your e-mail.

**21. Other Disclosures**

If the financial institution contacts us or our Service Provider for information regarding your Account, you authorize us to discuss the Transfer and the account information you have provided.

When you use the Service, the Service Provider may receive certain standard information that your browser sends to every website you visit, such as the originating IP address, browser type and language, access times and referring website addresses, and other information. This data may be used, among other uses, to improve the



operation of the Service and to improve the security of the Service by assisting in "authenticating" who you are when you access the Service, particularly if you register for the Service and are issued or create a username and password.

Once you close your Accounts with the Bank and/or you no longer have a debit card issued by the Bank, you may no longer send Transfers.

You may access Our Privacy Policy at [www.fnbmilaca.com](http://www.fnbmilaca.com) relating to the collection and use of your information.

Bank customers may access Our Electronic Fund Transfer (EFT) disclosure at [www.fnbmilaca.com](http://www.fnbmilaca.com) . Non-Bank customers should consult their financial institution for their EFT disclosures.

**22. Agreement to Use Electronic Signatures.** By checking the "I accept the terms of service" check box you are electronically agreeing to the Terms of Use related to the Service. You specifically agree that any electronic signatures that you provide through this online process are valid and enforceable as your legal signature. You acknowledge that these electronic signatures will legally bind you to the terms and conditions contained in the Terms of Use documents just as if you had physically signed the same documents with a pen.

## **Proceed with Enrollment for the Service.**

By clicking on the "**I agree**" button below, you represent that you are the owner of an Eligible Account to be enrolled in the Online Banking Service and its addendums and/or have been authorized by the owner to enroll for the Service. Clicking on the "I Agree" button also indicates your acceptance of the terms and conditions of this Agreement in this electronic format.

(If you do not agree, choose cancel below.)

If you click "**cancel**", you can still enroll at a later time. You will still be asked to accept the terms and conditions of this Agreement.