



## LAKE ELMO BANK ONLINE BANKING ACCESS AGREEMENT

This agreement is entered into between Lake Elmo Bank (the “Bank”) and any customer of the bank who subscribes to the Bank’s Online Banking and the products or services of. The customer is referred to in this Agreement as “you” or “the customer”.

You should read this Agreement and any other materials you receive before you use Online Banking. If you use Online Banking or permit another person to use Online Banking on your behalf, you agree to the terms and conditions stated in this Agreement.

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Third Party Account Information is timely only to the extent that it is promptly provided by the third-party sites. Third Party Account Information may be more complete or up to date when obtained directly from the third party. You acknowledge that certain risks are inherent in the transmission of information over the internet, and you agree that by using the Service you are assuming those risks. We assume no responsibility for technical difficulties which may result in a failure to obtain data, loss of data, loss of personalized settings or other service interruptions. If you become aware of any unauthorized use of your Registration Information, you should notify the applicable financial institution immediately..... 19

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### Definitions

- “**Lake Elmo Bank**” or “**Bank**” shall refer to any agent, independent contractor, designee, or assignee, which Lake Elmo Bank may involve in the provision of Lake Elmo Bank Online Banking.
- “**Online Banking Services**” refers to the suite of services available
- “**Online Banking**” shall refer to the basic electronic banking service required to provide access to your accounts via the internet and is required for any other Online Banking Services you choose to enable.
- “**Lake Elmo Bank Bill Payment**” or “**Bill Payment**” refers to the **optional** electronic bill payment service offered by Lake Elmo Bank through Online Banking.
- “**Business Day**” refers to any calendar day other than Saturday, Sunday, and federal holidays.
- “**Business Day Cutoff Times**” or “**Cut-Off Time**” refers to the latest time on any Business Day at which Lake Elmo Bank will accept a Transaction through Online Banking Services for same day posting to the affected Lake Elmo Bank account or accounts.
- “**Account**” Consumer account refers to any account at Lake Elmo Bank for which you are the owner or an authorized representative or borrower. For business accounts, this refers to any Lake Elmo Bank account for which you are an owner, signer, or borrower. For transactions conducted using Online Banking, “**Account**” may mean an account of the type referred to by Lake Elmo Bank as demand deposit, savings, money market, CD, IRA, loan which may be offered by Lake Elmo Bank.
- “**ID**”, “**Password**” or “**PIN**”: ID refers to your Online Banking ID and Password/PIN refers to your Online



Banking PIN. The ID is a unique number assigned to the Online Banking customer by the Bank, upon your initial login you are required to change this PIN and then there after is only known by you.

- **“Rules”** refers to all previously provided disclosures, rules, and regulations for your attached accounts, including this Agreement.
- **“Transaction”** refers to debit or credit to an Account, including but not limited to a withdrawal, deposit, transfer, purchase, loan advance, or loan payment.
- **“Available Balance”** (checking account) refers to the unused portion of any overdraft funds such as: Overdraft Privilege Limit or Ready Reserve line of credit attached to your account(s). *Requested Online Banking and bill-payment transactions may access these amounts and may result in finance charges, overdraft, or non-sufficient fund fees being assessed. Additional fees may also be assessed for Automatic Transfers to cover overdrafts caused by any transfer or payment request originated using the internet or bill payment service.*
- **“Available Credit Limit”** (line of credit) refers to the remaining amount available for advance on a line of credit
- **“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 scheduled 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 accounts(s) from which a bill payment will be made.
- **“Bill Pay or Bill Payment”** refers to our services and optional services allowing you to issue payment via the Internet Banking or Mobile Banking.
- **“Internal and External Accounts”** The Eligible Accounts, which may include individual and joint checking, business checking in good standing with us and or which you own or for which you have the authority to transfer funds, from which you transfer the funds is referred to herein as an Account you maintain with us or another U.S. financial institution, is referred to herein as an “External Account”. We reserve the right to amend criteria for eligible accounts from time to time.

#### Required Hardware and Software

- There are certain hardware and software requirements in using Online Banking. Your computer system must be capable of supporting the current release and prior major release of Edge, Firefox, Safari and Google Chrome,

Internet Explorer. Your Internet browser must, at a minimum, support 128-bit encryption.

- The supported browsers above are for use with the traditional online banking interface and devices (desktop/laptop), and do not apply to use with mobile devices (phones/tablets). If using a phone or tablet to access online banking outside of an app, functionality and appearance may vary from the traditional interface.
- Adobe Reader Version 10.0 or higher is required to view your statements and documents online. You can download Adobe Reader free from their website.
- Mobile Deposit requires a supported mobile device (e.g., smartphone or iPad etc.) with a supported camera and supported operation system, have a data plan for your mobile device, and download the App to your mobile device (collectively, the “Mobile Device”). We do not guarantee that your mobile device, mobile device camera, mobile device operating system or mobile carrier will be compatible with the Service. The 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

#### End User Requirements

- General. Access to our mobile banking service via your mobile device is powered by the mobile technology solution owned by Provider. The Provider is not the provider of any of the financial services available to you through the mobile banking service, and the Provider is not responsible for any of the materials, information, products, or services made available to you through the mobile banking service.
- Source of Information. The mobile banking service, at your direction, will retrieve your information maintained online by financial institutions and billers, with which you have customer relationships, maintain accounts, or engage in financial transactions and other login related information (“Account Information”). Provider does not review, verify, or analyze the Account Information for accuracy or any other purpose, but simply gathers, organizes, and reports available Account Information to you. Technical difficulties may result in a failure to obtain data, a loss of data, and a loss of personalized settings or other service interruptions. Account Information is timely only to the extent that it is promptly provided by the third-party sites. Account Information may be more complete or up to date when obtained directly from the third-party sites.



- You are Responsibility for Information. You are responsible for providing Provider with accurate and updated (as necessary) account numbers, usernames, passwords and other log-in related information ("Registration Information") so that the mobile banking service can access Account Information. If you become aware of any unauthorized use of your Registration Information, you should notify your financial institution immediately.
- Rights You Grant to Provider. By submitting data, passwords, usernames, PINs, login information, materials, and other Registration Information to Provider through the mobile banking service, you are voluntarily supplying that content to Provider for the purpose of providing the mobile banking service to you. By submitting such information to Provider, you represent that you are entitled to submit it to Provider for use for this purpose, without any obligation by Provider to pay any fees. By using the service, you expressly authorize Provider to access your Account Information maintained by identified third parties, on your behalf as your agent. When you use the "Add Accounts" feature of the service, you will be directly connected to the website for the third party you have identified. Provider will submit information including usernames and passwords that you provide to log you into the site. You hereby authorize and permit Provider to use and store the information submitted by you (such as account passwords and usernames) to accomplish the foregoing and to configure the mobile banking service so that it is compatible with the third-party sites for which you submit your information. You acknowledge and agree that when Provider is accessing and retrieving Account Information from the third-party sites, Provider is acting on your behalf and not on behalf of the third party. You acknowledge that certain risks are inherent in the transmission of information over the internet, and you agree that by using the service you are assuming those risks.
- Consent to Use of Data. You agree that Provider may collect and use technical data and related information, including but not limited to technical information about your mobile device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the mobile banking service. Provider may use this information, if it is in a form that does not personally identify you, to improve its products or provide services or technologies.
- Disclaimer of Warranty. THE MOBILE BANKING SERVICE IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR

IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE MOBILE BANKING SERVICE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE MOBILE BANKING SERVICE WILL BE UNINTERRUPTED. YOUR USE OF THE MOBILE BANKING SERVICE AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

- Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE MOBILE BANKING SERVICE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, PROVIDER'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE MOBILE BANKING SERVICE SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF \$250. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.
- Miscellaneous. This End User Agreement constitutes the entire agreement between you and Provider concerning the subject matter hereof. This End User Agreement will be governed by and construed in accordance with the laws of the state of Iowa, excluding that body of laws pertaining to conflict of laws. If any provision of that portion of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this End User Agreement are subject to the exclusive jurisdiction of the courts of Iowa and you expressly consent to jurisdiction and venue thereof and therein. This End User Agreement and all related documentation are and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded. To assist Provider in maintaining and improving this application, Provider uses Google Analytics to gather information about usage of the application. For example, it



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

#### Service Availability, Account Limitations and Transaction Cutoff Times

- Lake Elmo Bank's Online Banking Services is intended to be available three hundred and sixty-five (365) days a year. However, it is necessary to interrupt service from time to time to perform periodic system and account maintenance. The maintenance periods may vary and usually during these periods, the customer will be notified of the maintenance activities by an information screen message that is displayed when attempting to access your Online Banking. Unforeseen technical difficulties may also interrupt service. During these times, you may use our Telebank Line 651-773-4711 or any automated teller machine (ATM). The Bank is not responsible for account or payment deficiencies due to service outages.
- When you instruct Lake Elmo Bank to transfer funds between or among your accounts through Online Banking, you authorize the Bank to withdraw the necessary funds from the account you designate. As with any funds transfer request, whether utilizing Online Banking, you agree that you will instruct the Bank to make a withdrawal only when a sufficient balance is or will be available in your designated Lake Elmo Bank account at the time of the withdrawal. Lake Elmo Bank will not be obligated to act on any withdrawal instruction from you if sufficient funds, including any overdraft lines of credit previously established for you, are not available in the Account your designated.
- Credit line advances are subject to any minimum advance amounts stated in the documentation you received at the time the account was opened. Advances may not exceed your remaining credit line.
- There is no limit on the amount of any transfer or withdrawal from the funds in your deposit accounts if you do not exceed your balance.

- The balances in your Accounts shown by Online Banking may include deposits still subject to verification by the Bank. The Account balances shown may also differ from your records due to deposits in progress, outstanding checks or other withdrawals, payments, or charges.
- The balances shown by Online Banking are updated periodically. There may be situations that cause a delay in an update of your balances. Online Banking will use the most current balance available in the Bank's primary computer records at the time of the Transaction request in determining whether to approve the request.
- There may be a delay between the time you make a deposit and when you can withdraw the money. You should review our Funds Availability Policy to find out when you can withdraw money that you deposit.
  1. For Online Banking transfers, this time is currently 6:00 PM CT (Central Time).
  2. Bill Payments Service Cutoff Time means 7:00 a.m. and 2:00 p.m. CT on any Business Day and is the time by which you must transmit your Payment Instructions to have them considered entered on that Business Day.
  3. External Transfers (B2B – Bank to Bank) - Cutoff Time means 3:00 PM CT.
  4. Mobile Deposit- Cutoff Time means 4:00 PM CT.
- Geographic Constraints - You agree that you will not use the Service in locations that are prohibited under U.S. law and regulations, including laws and regulations issued by the Office of Foreign Assets Control.

#### Online Banking Services Security Information

- Lake Elmo Bank's utilizes a third party to provide Online Banking Services. The Online Banking system is part of a Jack Henry & Associates' Online Banking Network. This network employs several securities to protect your Accounts and Transaction conducted over the Internet. In addition to login security, Lake Elmo Bank's Online Banking uses Secure Socket Layer (SSL technology) encryption technology for all information and banking Transactions you exchange or conduct through the system. If your computer or device supports 128-bit encryption, your Internet browser automatically activates this technology when it attempts to connect to Lake Elmo Bank Online Banking Service.
- From time to time, there may be security notices posted on Lake Elmo Bank's website or within Online Banking regarding security issues. It is your responsibility to read all applicable notices. One of the main security features of the Online Banking Service is the unique combination of your Online Banking ID and Password/PIN. It is your responsibility to secure the ID and Password and not share



them with anyone else. By entering into this agreement and using Lake Elmo Bank's Online Banking Service, you agree to protect the security of your Online Banking ID, Password/PIN, and any other numbers, codes, marks, signs, keys, or other means of identification of you as a Lake Elmo Bank Online Banking Services user, which may be devised or established from time to time.

- To prevent unauthorized access to Online Banking Services and ensure the security of your accounts, we will end your Online Banking session if we have detected no activity for ten (10) minutes. This procedure is to protect you in case you accidentally leave your computer unattended while you remained logged on to Online Banking. Online Banking also uses Multi-Factor Authentication as additional security features. During your first login, you will be required to set up two-factor authentication for another layer of security to make sure, only you can sign in. You will need to provide an email and phone number on record to receive a verification code to enter. High risk transaction completed online will request that you enter your password
- Lake Elmo Bank has the right to block your access to Online Banking Services to maintain or restore security to the Bank's account information and data processing systems if the Bank reasonably believes your means of identification as a Lake Elmo Bank Online banking user (including, but not limited to, your Online Banking Online Banking ID, Password/PIN, or other access codes) have been or may be obtained or are being used or may be used by an unauthorized person or persons.
- Transactions made through the Online Banking Services using your means of identification, whether those Transactions are made by you or any person you authorize, permit, or enable to have your means of identification, (even if the person exceeds your authority) or by any person who obtains through you, by whatever means, your means of identification. If you have given someone your means of identification and wish to terminate their authority, or if you know or believe that your means of identification has been or is otherwise compromised, you must notify the Bank. You agree to defend, hold harmless, and indemnify the Bank from and against all claims of any nature arising out of any such access by a person you have authorized, permitted, or enabled to have access to your Lake Elmo Bank accounts via Online Banking, including any person who obtains through you, by whatever means, your means of identification.
- Tell us at once, if you believe that your PIN, code, or password may have been lost or stolen, or that someone

has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account, notify **Lake Elmo Bank by calling Customer Service at: 651.777.8365 or write us at Lake Elmo Bank, P.O. Box 857, Lake Elmo Bank, MN 55042-0857.**

- **Security of data transmission and storage - You agree and understand that:**
  1. You assume all risk that any Eligible Account information you download and store on your computer or other storage devices.
  2. If you send the information in a manner that is not secure, or if you take the Eligible Account information out of our secure computers by downloading it, we are no longer responsible for the security and confidentiality of that information, and that the responsibility is now yours (or may be shared with others).
  3. We are not responsible for the security and confidentiality of the Eligible Account information if you: (i) use wireless connections to download your account information, in which case you acknowledge such connection may permit other persons to access the information being downloaded, or (ii) allow other persons access to your computer or other storage devices
  4. You agree that any Eligible Account information that you download is done at your own risk and you are solely responsible for any damage that might occur to the computer (or other electronic device) to which you download any information, or any loss or corruption of data that might occur as a result of the downloading or its storage in a computer or other electronic device.
- **Additional limitations of liability for the download service - You agree that we will not be liable to you for:**
  1. Your inability to use the download service, which may include Personal Financial Software packages.
  2. The accuracy, timeliness, loss, or corruption, or misdelivery, of any Eligible Account information or any other information
  3. Unauthorized access to your Eligible Accounts or to your account information and any misappropriation, or alteration, of your account information or data, to the extent the unauthorized access results from your acts or omissions.
  4. Your inability to access your Eligible Account (including but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone



providers or Internet service providers ("ISPs"), acts of God, strikes, or other labor problems); or

5. Any other matter relating to the download service.

- **Security of Your Mobile Device and Account Information.**

You are responsible for (i) maintaining the confidentiality and security of your Mobile Devices, access number(s), password(s), security question(s) and answer(s), account number (s), login information, and any other security controls or access information, used by you to access the Service (collectively, "Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with the Service (collectively, "Account Information"). You agree not to supply your Access Information to anyone. You are responsible for all electronic communications, including image transmissions, text message, email, and other data ("Communications") entered using the Access Information. Any Communications received by the Access Information will be deemed to be sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft, or unauthorized use of any Access Information, including your Mobile Devices by telephone at 651-777-8365. We reserve the right to deny you access to the Service (or any part thereof) if we believe that any loss, theft, or unauthorized use of Access Information has occurred. If warranted, in our reasonable judgment, we reserve the right to monitor your Mobile Deposit activity, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement and related Agreements or other account documentation.

#### Confidentiality and Privacy Disclosure

- The circumstances under which we will disclose information about you, your Eligible Account, or your Online Banking Services is set forth in the information that has been separately disclosed to you in the contracts, notices, disclosures, agreements, and documentation that have been separately provided to you and in accordance with our Privacy Policy disclosed on our website.

#### Online Banking Services

- Lake Elmo Banks Online Banking Services provides you with a complete selection of services. Online Banking is required to access Bill Pay and other Online Banking Services. Some services may require you to submit a separate application and may be subject to additional terms and conditions.
- **Available Online Banking Features:**

1. Transfer funds between eligible accounts
  2. Obtain balance information on eligible accounts
  3. Review transactions on eligible accounts
  4. Make Loan Payments
  5. Advance funds on your credit line
  6. Obtain a copy of your account statements
  7. Allow export of Transaction history to PFM
  8. Stop Payment on Check Items
  9. Set up event alerts
  10. View check and deposit images
- **Optional Online Banking Services Available:**
    1. e-statements
    2. External Transfers (B2B -Bank-to-Bank Transfers)
    3. Mobile Banking
    4. Mobile Deposit
    5. Bill Payment- Initiate check or electronic payments that includes Gift Pay, Charity Pay, Pay a Person, eBill and Rush Delivery.

**These optional Online Banking services may be subject to an application or enrollment, approval, additional disclosures, terms, and in some cases fees.**

**We recommend that business customers, who wish to have multiple users using Online Banking and Bill Payment, use the Banks Cash Management Online Banking product. Additional limitations may apply to business accounts.**

- The availability of the type of services provided will be dependent upon the type or types of Lake Elmo Bank Accounts you maintain, the extent to which you have identified each of your Accounts on your Online Banking Service Application, and any applicable statutory or regulatory limitations. The use of Lake Elmo Bank's Online Banking Services does not affect any of the terms, conditions, fees, or limitations previously disclosed on your eligible Lake Elmo Bank accounts.
- Lake Elmo Bank may, from time to time, introduce new - Online Banking Services. When this happens, we will update our website to include them. By using an Online Banking Services, you agree to be bound by the terms contained in this Agreement, all separate account disclosures and documentation previously received and any separate Agreements provided.

#### Liability

- Our liability to you is explained in any contract, agreements, notices, and disclosures that we have provided or may separately provide to you from time to time regarding your Online Banking and eligible accounts.



This section explains our liability to you only to the extent that our liability has not been separately disclosed to you by any of these agreements, notices, or disclosures. Under no circumstances will we have any liability to you for failing to provide you access to your accounts through Online Banking. Furthermore, unless otherwise required by applicable law, we will only be responsible for performing Online Banking &/or any optional Online Banking Services as expressly stated in this Agreement and will only be liable for material losses incurred by you to the extent such losses directly result from our gross negligence or intentional misconduct in performing the Online Banking Services.

- Lake Elmo Bank is not responsible for any computer virus or related problems that may be attributable to Online Banking or to any Online Banking Services provided by any Internet Service Provider or access device.

**IN NO EVENT WILL WE HAVE LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INDIRECT LOSS OR DAMAGE WHETHER OR NOT ANY CLAIM FOR SUCH DAMAGES IS BASED ON TORT OR CONTRACT OR WE KNEW OR SHOULD HAVE KNOWN THE LIKELIHOOD OF SUCH DAMAGES IN ANY CIRCUMSTANCES.**

- We will not be obligated to honor, in whole or in part, any transaction or instruction which:
  1. Is not accordance with any term or condition applicable to the relevant Online Banking Services or Account.
  2. We have reason to believe may not be authorized by you or any third person whose authorization we believe is necessary or involves funds subject to a hold, dispute, restriction, or legal process we believe prevents their withdrawal.
  3. Would result in us exceeding any limitation of our intra-day net funds position established pursuant to present or future Federal Reserve guidelines.
  4. Would violate any applicable provision of any risk control program of the Federal Reserve or any applicable rule or regulation of any other federal or state regulatory authority.
  5. Is not in accordance with any other requirement of our applicable policies, procedures, or practices; or
  6. We have reasonable cause not to honor for our or your protection.
- **Our Liability for Failure to Make Transfers** - If you have given us all of the proper and timely instructions and have properly completed all fields to complete a Bill Payment, and we do not complete a Bill Payment to or from your

account on time or in the correct amount according to our agreement with you, subject to the limitations contained in this Agreement, we will be liable for your losses or damages proximately caused by our failure.

- However, there are some exceptions. We will not be liable, for instance:
  1. If, through no fault of ours, your Payment Account does not contain sufficient funds to complete the Bill Payment.
  2. If the money in your account is subject to legal process or other encumbrances restricting the Bill Payment.
  3. If the Bill Payment would go over the credit limit on your overdraft credit plan, if any.
  4. If a system was not working properly and you knew about the malfunction or failure when you initiated the Bill Payment.
  5. If circumstances beyond our control (such as fire, power failure or natural disaster) prevent the Bill Payment or use of Bill Pay despite reasonable precautions that we have taken.
  6. If incomplete or inaccurate information is forwarded to us by you or through an automated clearinghouse.
  7. If you have not provided us with complete and correct payment information, including without limitation the name, address, account number and payment amount for the payee on a bill payment.
  8. If you have not properly followed the instructions for using Bill Pay.
  9. If your operating system is not properly installed or functioning properly.
  10. For errors or failures from any malfunctions of your browser, internet service provider, computer, computer virus or other problems relating to the computer equipment you use with Bill Pay, including, without limitation, your inability to access Bill Pay or any part of Bill Pay.
  11. For a failure to provide access or for interruptions in access to Bill Pay due to Bill Pay system failure.
  12. For delays due to OFAC (Office of Foreign Assets Control) or other screening processes deemed necessary by the Bank or governed by law.

**OUR SOLE RESPONSIBILITY FOR AN ERROR BY US OR OUR THIRD-PARTY PROVIDER IN TRANSFERRING FUNDS OR PAYING A BILL, OR OTHERWISE ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE TO CORRECT THE ERROR, BUT IN NO CASE WILL THE BANK BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR IN ANY WAY RELATED TO BILL PAY.**





### Indemnification

- Except to the extent that we are liable under the terms of this Agreement or an agreement that otherwise governs your Account, if you are an owner of an Account, you agree to indemnify and hold us, our directors, officers, employees, and agents harmless from all loss, liability, claims, demands, judgments, and expenses arising out of or in any way connected with an Account or the performance of an Online Banking Services. This indemnification is provided without regard to whether our claim for indemnification is due to the use of our service by you or your authorized representative.

### Third Parties

- Except as specifically provided in this Agreement or where applicable law requires a different result, neither we, our service providers or other agents will be liable for any loss or liability resulting in whole or in part from any act or failure to act of your equipment or software, or that of an Internet browser provider such as Netscape (Netscape Navigator browser) or Microsoft (Microsoft Explorer browser), by an Internet access provider, by an online service provider or by an agent or subcontractor of any of them, nor will our service providers or other agents be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of your access to or use of, or failure to obtain access to Online Banking Services through our service.
- You understand that support and services relating to Bill Pay are provided by third parties other than us, and you authorize us to contract with third parties to provide such support and service. Unless a release is prohibited by law, you release us from any liability for failures, acts or omissions of any third-party system operator including, but not limited to, unauthorized access to theft or destruction of your information or instructions.

### Notices

- All notices from us will be effective when we have mailed them or delivered them to your last known address in our records. Notices from you will be effective when we receive the notice at our telephone number or address shown in this Agreement. We may change the terms and conditions for any EFT service. We will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of EFT service is governed by regulations and any future changes to those regulations.

**NOTIFICATION: UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW, IN THE EVENT THAT WE ARE REQUIRED TO PROVIDE A NOTICE OR OTHER COMMUNICATION TO YOU IN WRITING, THAT NOTICE OR OTHER COMMUNICATION MAY BE SENT TO YOU ELECTRONICALLY TO YOUR INTERNET ADDRESS AS REFLECTED IN OUR THEN CURRENT RECORDS.**

### Changes

- Except as otherwise required by law, rule, or regulation, we may change the terms of this Agreement from time to time. When changes are made, we will update this Agreement at the Website. The Website will be updated on the effective date, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated an earlier time. If such a change is made, and it cannot be disclosed without jeopardizing the security of the system, this Agreement will be updated within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing using our service. Changes to fees or terms applicable to Eligible Accounts are governed by the agreement otherwise governing the applicable account.

### Enforcement

- If you or we bring legal action to enforce this Agreement or to collect amounts owing because of any Account transaction, the party who wins will receive reasonable attorneys' fees and costs, including fees on any appeal, to the extent allowed by law.

### Cancellation of Online Banking Services

- You agree that we may cancel this Agreement and your use of the Online Banking services, if:
  1. You breach this or any other agreement with us.
  2. We have reason to believe that there has been an unauthorized use of your online PIN &/or Password or Audio Response PIN
  3. We notify you or any other person on your account that we have cancelled or will cancel this Agreement.
  4. If your account has been inactive for over six (6) months, we have the right to remove your online access.
- If you wish to cancel any of your Online Services, contact Lake Elmo Bank Customer Service at 651.777.8365 or send written cancellation instructions to Lake Elmo Bank, 11465 39th Street North, PO Box 857, Lake Elmo, MN 55042-0857.



- Service is cancelled the first business day after we receive your written notice. Canceling this Agreement will not affect your or our rights and responsibilities under this Agreement for transactions begun before the agreement is cancelled. Unless otherwise required by applicable law, Lake Elmo Bank may terminate this Agreement and/or your access to any Online Banking Service through our service, in whole or in part, at any time.

#### Fees and Charges associated with Online Banking Services

- **Online Banking:** There is no fee for this service\*
- **Miscellaneous Fees and Charges:** The fees that have been separately disclosed to you in connection with your Account(s) will continue to apply to those account(s) and to your Online Banking Services.
- **Mobile Banking:** We do not charge you any fees for using this product, but you may be charged for web access by your mobile carrier. You are responsible for checking with your carrier for details on specific fees and charges that may apply.
- **E-statements:** There is no fee for this service.
- **Mobile Deposit:** There is no fee for using Mobile Deposit Services.
- **Bank-to-Bank Transfers:** There is a \$4.00 fee per outbound transfer. There is no fee for inbound transfers. This service is free for Relationship Checking.
- **Stop Payment:** There is a \$33.00 charge for each stop payment order.
- An excess Regulation D Withdrawal Fee of \$10.00 per item will be charged when preauthorized transfers, automated transfers, online transfers, POS purchase, payments to other persons and transfers by telephone from your savings account exceed six (6) per month. Preauthorized transfers include automatic bill payments, transfers to your other LEB accounts, or automatic transfers to other persons.

***\*We recommend that business customers, who wish to have multiple users using Online Banking and Bill Payment, use the Banks Cash Management Online Banking product. Contact the bank for more information.***

#### Stop Payment Rights

- If you have told us in advance to make regular electronic fund transfers out of your account(s), you can stop any of these payments. Here is how: You must call us at the telephone number listed in this disclosure or write us at the address listed in this disclosure, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we will also require you to put your request in writing and get it to us within fourteen (14) days after you call. If you

do not, your stop payment will not bind us after fourteen (14) days. We will charge you \$33.00 for each stop payment order you give.

- If these regular payments may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.
- If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your loss or damages.
- A Stop payment may not be placed on any ACH, cashier's check, certified check, or any payment that the bank guarantees. You may not stop payment on an item after we have paid or accepted the item. Your order is only effective if we receive it soon enough to give us a reasonable time to act on it.
- If you submit your stop payment request through Online Banking that electronic Stop Payment stays in effect for six (6) months unless the bank is notified in writing to cancel or to extend the order. Your stop payment order must contain the date, the amount, the name of the payee, and when applicable the number of the item. If you give us incorrect or incomplete information, we are not responsible for failing to stop payment.

#### In Case of Errors or Questions About Your Consumer Accounts Electronic Transfers

- Telephone us at **651.777.8365**, or write us at **Lake Elmo Bank, 11465 39th Street North, PO Box 857, Lake Elmo, MN 55042-0857** as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.
  1. Tell us your name and account number (if any).
  2. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
  3. Tell us the dollar amount of the suspected error
- If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days



- We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.
- If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the error involves a new account. For errors involving new accounts, point of sale debit card transactions, or foreign-begun transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. We will tell you about the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

#### [Subscribe/Apply/Sign-up for Online Banking Services](#)

- To obtain and use Lake Elmo Banks Online Banking Services, you must complete self-enrollment at [www.lakeelmobank.com](http://www.lakeelmobank.com). You will be required to enter your personal information we have on file. If you are not able to successfully self-enroll, you will need to visit one of our bank locations, or over the telephone.

#### [Authorized Representatives for Business Accounts](#)

- If you are a business, any authorized representative of your business is authorized on such terms, conditions, and agreements as we may from time to time require to enter into this Agreement, as amended from time to time.
- Use any Online Banking Service in any manner and for any purpose available through Online Banking, whether now available or available at some time in the future

#### [Lake Elmo Bank Bill Payment Service](#)

BILL PAY IS PROVIDED AS IS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. USE OF THE SERVICE IS AT YOUR SOLE RISK. WE DO NOT WARRANT THAT BILL PAY WILL BE UNINTERRUPTED OR ERROR FREE, NOR DO WE MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF BILL PAY, EXCEPT WHEN WE ARE

REQUIRED TO DO SO BY LAW. WE MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSED, IN RELATION TO BILL PAY, UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY LAW.

- **Enrollment** - You must have an established Online Banking account to use Bill Pay Services. You self-enroll for this service by selecting the Bill Pay tab within your Online Banking account. Payment Account approval for Bill Pay is at the discretion of the Bank. The Bank reserves the right to change enrollment requirements at any time without prior notice. The Bank reserves the right to cancel or terminate Bill Payment at any time.
- **Inactivity fee** - If your bill pay account is inactive for 6 months, you will incur a monthly fee of \$4.95 per month.
- **Access and Authentication** - To access Bill Pay, you must use the user identification number or user created alias we provide together with your Password for Online Banking. You acknowledge that our security procedures for accessing and using Bill Pay are commercially reasonable. You agree that we are authorized to act upon instructions we receive with respect to Bill Pay under your Customer ID, Password, security questions or other code or authentication method we require (these components are referred to herein collectively as your *Authentication Method*). We are not responsible for establishing the identity of any person who uses your Authentication Method. You agree that if you give any component of your Authentication Method to anyone or fail to safeguard its secrecy, you will be in violation of your obligations under the Internet Banking Agreement and this Internet Bill Pay Service Agreement. You agree to take appropriate steps to ensure that all components of your Authentication Method are protected and kept confidential. You agree to indemnify and release the Bank from any and all liability and agree not to make any claim or bring any action against the Bank, relating to our honoring or allowing any actions or transactions that are conducted under your Authentication Method or acting upon instructions, messages, or authorizations provided to us using your Authentication Method. Any requests or instructions we receive from you through Bill Pay using your Authentication Method shall be considered in writing under all applicable law and shall have the same force and legal effect as a written authorization from you. This includes, but is not limited to, inquiries, changes to accounts, services, or any other communication you provide us through Bill Pay using your Authentication



Method. You agree to accept Bill Pay correspondence via email or secure email and notify Bank promptly with email address changes. It is imperative to keep this contact information current as notification of payments rejected and canceled, as well as notification of payments not made due to insufficient funds, may be sent solely via the email address currently on file within Online Banking. Lake Elmo Bank is not responsible for and has no obligation to resend or confirm receipt of email by you. You may receive more than one method of authentication, depending upon the types of services you request and the levels of security you select for those services. The password or other authentication method has the same effect as your signature authorizing transactions. You agree to keep the Password safe, not to record the Password or otherwise disclose or make the Password available to anyone other than authorized users of your accounts. Anyone to whom you disclose your Password and anyone who has access to your Password will have full access to the services you can perform on Internet Banking, Mobile Banking or Bill Pay, including full access to your Payment Accounts. You have no ability to limit any such person's authority. If anyone uses your Password with your permission, you will be responsible for any transactions performed by that person. If you have given someone your Password or other authentication method and want to terminate that person's authority, you must change your Password or other authentication method or take additional steps to prevent further access by such person. If a third party should gain access to your Password, you alone are responsible for changing the Password to deny the third party's access to your banking information. Given the electronic nature of these transactions, the Bank shall have no liability to you in the event a third party should gain access to your Password through no fault of the Bank.

- **Functions** - Bill Payments are processed either through electronic transmission to the payee or by check drawn on your designated Payment Account and mailed to the payee.
- **Additional Functions.** The following additional services are available in Bill Pay:
  1. **Rush Delivery**- Guarantees a CHECK is delivered within one or two business days. Not all payees accept Rush Delivery and Rush Delivery will only appear when available. There is a \$34.95 non-refundable fee for a one business day delivery and \$29.95 for a two-day delivery. The cut-off time to complete a Rush Payment is 2:00 PM CST Monday - Friday. These fees will be disclosed and charged at the time the payment

is initiated by you. Refer to your tracking information in your payment details.

2. **Gift Pay**- Send the gift of money with a personalized message via CHECK for a special occasion to an individual. There is a \$2.99 non-refundable fee for this service. This fee will be disclosed and charged at the time the payment is initiated by you.
  3. **Charity Pay**- Send a personalized donation to a charity or organization via CHECK. There is a \$1.99 non-refundable fee for this service. This fee will be disclosed and charged at the time the payment is initiated by you.
  4. **Pay a Person**- Select to pay an individual in a variety of methods. This feature has pre-established dollar limits and may not be available to all Bill Pay users.
  5. **eBill**- When eBill is available for a payee, you can receive electronic versions of paper bills including balances due, due dates and minimum payment amounts. You may need to authenticate to the billing company using credentials for their online product.
- **General.** You understand that you are in full control of your account and by initiating a payment through Bill Pay, you are authorizing payments, whether by check or electronically, on your behalf and you authorize Lake Elmo Bank to post payment transactions generated from Bill Pay to your Payment Account. You can pay bills either on an automatic recurring basis or periodically as you request.
    1. Bill Payments are process either through an electronic transmission to the payee or by check drawn on your designated Payment Account and mailed to the payee. Once you have established a new payee within Bill pay, you may view the Payee list to determine if the payment will be sent electronically or by check, as this may affect the payment processing time. Periodically the Bill Pay system may convert the type of payments that are sent to specific payees, whether electronic or by check.
    2. Each time you create an instruction for payment, you authorize us to debit your account for the total amount transmitted. You agree to maintain sufficient funds in the account on the transaction payment date requested to pay the amount of the transaction.
    3. If a payment is initiated in error, you may not have the ability to stop payment. For assistance with a payment error, place contact Lake Elmo Bank at 651.777.8365.
    4. We and/or our agent may refuse to process electronic or check transactions to OFAC prohibited parties, payees outside the United States, or other



transactions that would violate any laws of the United States.

- **How to Schedule Bill Payments.** Once you have been approved for Bill Pay, you will select the Bill Payment tab within Online Banking. Next, you will select the Add a Payee tab located within Bill Pay. You can follow those on-screen prompts for paying a Company, a Person or Bank or Credit Union. 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 the required fields with accurate information of those Payees to whom you wish to direct payment, you authorized us to follow the Payment Instructions you provide us in Bill Pay. It is your responsibility to provide accurate account numbers and payee information and to edit within Bill pay as needed so that the payment will be properly submitted.
  1. There is no limit to the number of payments that may be authorized; however, we are unable to process any payments to federal, state, or local tax agencies.
  2. Once the Payee has been created, you will need to schedule the payment amount and payment date. Once a payment date has been established you will be provided with an estimated delivery date; however, please note this is only an estimate and is not a guaranteed.
- Payments may be set up as either a:
  - a. **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. Enter a payment amount, select your payment date, and select Pay next to the payee you wish to pay. A Single Payment submitted after the Cutoff Time on the designated process date will be processed next business day.
  - b. **Recurring Payment:** You may schedule payments to Payees to be automatically initiated for a fixed amount on a scheduled payment frequency. Choose the option next to the Payee that says *Make it Recurring* to schedule your recurring payment. You may make payments weekly, biweekly, 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 initiated on or before the last day of February. When establishing a recurring payment, you may elect to choose for the payment to *Pay Before* or *Pay After* a scheduled date that falls on a holiday or weekend.

*You will be provided a confirmation number for each payment you schedule using Bill Pay. It is recommended that you record the confirmation number for your records.*

- When we receive a Payment Instruction, you authorize us to debit your Payment Account and remit funds to the Payee on your behalf. Before an electronic payment is processed, available funds will be verified and withdrawn from your account. Bill Payments will be attempted at the established Cutoff Times depending on when the payment was established. If the payment cannot be processed due to insufficient funds, Bill Pay will attempt to pay the bill for three business days. An email will be generated when the payment cannot be processed due to insufficient funds. If the payment cannot be paid at the end of the three business days, the payment will be automatically canceled, and you will be required to set up the payment again. You will receive an email notification if a Bill Payment has been canceled due to insufficient funds.
- We can process a Bill Payment when the Scheduled Payment Date has been scheduled prior to the established Cutoff Times on any Business Day. If you schedule a Bill Pay after the established Cutoff Times, we will process the transaction on our next business day. If you schedule a Bill Payment for a future date, we will process the transaction on that date, if that day is a business day. If the date you request for a future Bill Pay is not a business day, we will process the transaction based on the *Pay Before* or *Pay After* designation you selected. If you schedule a recurring Bill Pay and the transfer date does not exist in a month, the Bill Pay will be processed on the last business day of that month.
- Bill Payments will be processed at established Cutoff Times on business days. It is anticipated that most transactions will be processed by the next Business Day after your Scheduled Payment Date and arrive approximately 3-7 Business Days after your selected Scheduled Payment Date. 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 seven (7) 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 Pay 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 and the bill's actual due date. In any other event, including, but not limited to, choosing a Scheduled Payment Date less than seven (7) 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 and all late charges or penalties shall be borne by you.

- The system will calculate the Estimated Arrival Date of your payment. This is only an estimate, so please allow ample time for your payments to reach your Payees.
- Sufficient Time for Payments is Necessary. Payments should be scheduled to allow sufficient time for mailing or electronic processing. Suggested scheduling for an ELECTRONIC PAYMENT is to allow three business days from when the payment is processed. Suggested scheduling for a CHECK payment is to allow 5 to 7 business days (checks are not locally processed) from when the payment is processed. We are not responsible for postal delays or processing delays by the payee for any payment made through Bill Pay.
- You understand that our authorized agents and we will use reasonable efforts to ensure payments reach payees on time but cannot guarantee the time a payment will be received and/or posted by a Payee. Our authorized agents and we will use reasonable effort in assisting you with the reversal of any service fee or late charge that is related to a payment processing error. We and our authorized agents will not be responsible for any loss or penalty that may be incurred due to lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your account.

**Note: Some check and electronic payments may require additional processing time due to OFAC.**

- **Rejection of Payment.** Payments may be rejected, returned, or sent to an incorrect address due to incorrect payee data. If a payment is rejected, you will receive a phone call from the Bank (due to invalid account number or invalid payee mailing address for example).
  1. You will see all pending payments in the Pending section of the Payments screen prior to the Scheduled

Payment Date. A bill payment is a Pending Payment starting from the time you enter Payment Instructions until the payment is processed. Once payments are processed, they can be seen on the History screen. A bill payment is processed starting at the Cutoff Time on the Scheduled Payment Date.

2. Once your scheduled bill payment is Processed, we will relay your payment information to a third-party processor, who in turn will remit payment to your payee by one of the following means, at the vendor's sole discretion: (1) electronic payment; (2) by mailing your Payee a check drawn on your Payment Account. Electronic payments will be withdrawn from your account on the Scheduled Payment Date. Payments by check will be withdrawn from your account when the check is presented to the bank for payment from your account.
  3. By utilizing Bill Payment, you agree that we reserve the right to obtain financial information regarding your account from a Payee to resolve payment-posting problems.
- **Stop Payment of a Bill Payment, Check, or Electronic Transaction** - You have the right to stop or change any scheduled bill payment. However, you must cancel a payment no later than 2:00 PM (Central Time), on the Payment Date, by using the Bill Payment Service. If the payment date is on a weekend or holiday, the stop payment must be initiated no later than 2:00 PM (Central Time), two (2) business days prior to the payment date. Stop payment requests for electronic bill payments are not permitted after the bill payment date.
  - **Cancelling a Bill Payment (check or electronic withdrawal)** - Prior to the established Cutoff Times, you may cancel or edit a Pending Payment within Bill Pay by selecting and accurately completing the appropriate fields.
  - **Our Rights** - If we fail to cancel or stop a bill payment, the payment will stand unless you show us that payment to the payee was unenforceable. If we re-credit your account after transferring funds over a valid and timely cancellation request, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee, and to assist us in any legal action taken against that person.
  - **Bank Errors** - If Lake Elmo Bank does not properly complete a bill payment on time or in the correct amount, we will pay any late fees or finance charges up to \$25, as long as your account was in good standing with the payee prior to this incident and the Payee was a Business that charges late charges or penalties. We will also be liable to you if we fail to stop a payment pursuant to your order to



do so, so long as your order describes the payment with reasonable certainty and is received at a time and in a manner that affords us a reasonable opportunity to act on it.

1. We will not be responsible for any charges imposed or any other action taken by a payee resulting from a payment that you have not scheduled properly, including any applicable finance charges and late fees. In addition, we will not be liable if any third party through whom any bill payment is to be made fails to properly transmit the payment to the intended payee.
  2. We will also not be liable if there are insufficient available funds or credit availability in your Bill Pay Account and/or overdraft protection plan; if a legal order directs us to prohibit withdrawals from the Bill Pay Account; if the Bill Pay Account is closed or frozen; or if any part of the electronic funds transfer system is not working properly.
  3. We will not be liable for indirect, special, or consequential damages arising out of the use of the Bill Pay Service.
- **Payments and Overdrafts** - If for any reason a payment processed through Bill Pay causes an overdraft or insufficient funds situation occurs, we may charge the current overdraft or non-sufficient funds item fee per the **Miscellaneous Fee Schedule** for such service, as amended from time to time.
    1. We may charge payments against the account even though the charge creates an overdraft, or we may refuse to make payments if the charge creates an overdraft. If you overdraw your account, you agree to immediately pay us the overdrawn amount, together with any applicable fees. If the account is maintained in connection with an overdraft credit plan, any overdraft will be made in accordance with the agreement or rules governing that account rather than this Agreement.
    2. Check payments made through Bill Pay services causing an overdraft against your account may be returned to the merchant for non-sufficient funds. Check payments will be generated regardless of available funds and may cause an overdraft against your account if funds are not deposited prior to the check clearing your account.
  - **Periodic Statements** - Your Bill Pay account activity will appear on your periodic account statement(s). You should examine all statements and notices promptly upon receipt. You can view payment activity on the Online Banking or Mobile Banking account activity screens. You may also view your Bill Pay account activity under the History section or the Pending section on the Bill Pay page within Online Banking.
  - **Termination** - The Bank may cancel or suspend Bill Pay, in whole or in part, at any time without prior notice to you. Cancellation or suspension shall not affect your liability or obligations for any payments made under this Agreement on your behalf. We may modify, suspend, or terminate your privilege of using Bill Pay and may withhold approval of any transaction, at any time, without prior notice to you or refund of fees you have paid. If you have not used your bill, pay service in six month we may terminate the Bill Pay service. In the event we terminate Bill Pay, we will try to notify you in advance but are not required to do so. You will be notified as soon as practicable. Termination shall not affect the rights and obligations of the parties for transactions made with Bill Pay before we have had a reasonable time to respond to your termination request.
    1. You may terminate the use of Bill Pay by contacting the bank at 651.777.8365 or send a secure message through Online Banking. Your termination of your Bill Pay will automatically terminate any future scheduled payments and all payment history. You remain obligated for any outstanding Bill Payments despite the status of your account.
  - **Customers removing their accounts from online does not terminate bill pay. After 45 days of not having any accounts attached to bill pay it will they go into a deactivated status**
  - **Additional provisions for businesses** - The provisions in this section apply only to bill payments from business accounts. You agree that the password security previously described under section labeled "Online Banking Security Information" sets forth security procedures for electronic fund transfers that are commercially reasonable. For payment requests from business accounts, which are subject to Article 4A of the Uniform Commercial Code ("UCC4A"), we are liable only for damages required to be paid under UCC4A. In no event will we be liable for any special, indirect, or consequential loss, damage, costs, or expense of any nature, including, without limitation, lost profits, even if we have been informed of the possibility of such damages, except as may be required by law.
- E-Statement Service**
- We offer e-statements for certain Eligible Accounts, allowing you to supplement or, in some cases, replace your mailed (paper) statement with an electronic version (PDF) that you can view through Online Banking, save to your computer, or print at your convenience. Any legal notices or disclosures that normally accompany your



mailed statement or that we would otherwise deliver to you by mail concerning your Eligible Account may be delivered to you electronically. We may, at our option, offer you additional options and preferences for the delivery of various types of communications related to your Eligible Accounts. The following is a brief description of the various features of and requirements for using e-statements. From time to time, we may add to, modify, or delete any feature of e-statements in our sole discretion.

- **Registration** - You must be enrolled in Online Banking and all accounts you wish to receive e-statements for must be listed in your online banking account. To view online statements, you must enroll in the e-statement service through your Online Banking access. All your listed deposit accounts will be automatically selected to receive e-statements unless you uncheck the appropriate accounts within the e-statement Documents and Settings tab. When you enroll for e-statements, you agree we may also deliver all future disclosures and communications for these accounts to you electronically.
- **Eligible Accounts** - Consumer checking, savings, money market accounts and ready reserve or personal lines of credit that have recurring periodic statements are eligible for e-statements. Business checking and savings accounts that have recurring periodic statements are eligible for online statements.
  1. For "combined statements", the "lead" account must be linked to online banking and enrolled in online statements to allow display of the statement. Lead account refers to the primary account.
- **Enrollment for e-statement delivery**
  1. **Deposit accounts:** To access online e-statements for a deposit account, you must have enrolled that account in the e-statement service. For deposit accounts with multiple owners or signers, only one account owner will be able to receive an e-statement for that account online. If you enroll for e-statements, we will send you an email every statement cycle to let you know that your current statement is ready for you to view online.
  2. **Credit Line accounts:** The e-statement service is available for ready reserve accounts if related to a checking account that is enrolled in the service.
- **Accessing** - Your e-statements, legal notices and disclosures will be presented to you within Online Banking. You will need to ensure that your computer software meets the hardware and software requirements provided on, Online Banking to view, print, and/or save your e-statement, disclosures, and legal notices. Your statements are available through Online Banking for up to 18 months. You will continue to have the option to request historical

statements or add additional recipients to receive e-statements, for which fees may apply; please refer to the applicable account agreement, miscellaneous fee schedule, and disclosures for details.

- **E-Mail Address** - It is your responsibility to notify us if you change your email address. Unless otherwise prohibited by law, rule, or regulation, if our email to you is returned as undeliverable, we may discontinue sending email messages, discontinue future e-statements and switch your account statements to paper statements sent by U.S. Postal Service until you provide us with a valid email address. You may change your email address by going to Online Banking "e-statement" tab, clicking "Email Settings", and then making your update.
- **Change statement delivery method**
  1. **Deposit accounts:** Deposit accounts: At any time, you can change the way we send your account statements by going to the Online Banking e-statement tab, clicking "Documents and Settings", then check or uncheck the account.
    - If you have a Traditional Checking Account and choose to no longer receive an "e-statement" a \$3.00 monthly fee will be charged to receive a paper statement, this fee is in addition to any other fees currently charged on your account.
    - For Small Business Checking customers who choose to no longer receive an "e-statement" a \$3.00 monthly fee will be charged to receive paper statement and upon request for a monthly fee of \$5.00, your images will be included on your mailed paper statement. Some account types only include check images with e-statements.
    - We may also offer other methods for changing your delivery options from time to time, either directly or through one of our affiliates. When you change your statement-delivery option as described here, the change will take effect with your next scheduled statement cycle. You may view online images of the checks posted to your account. You may request that a photocopy of a cancelled check be mailed to you. Additional fees for photocopies may apply. Changing the way, we send your account statements for an Eligible Account also authorizes us to send you other disclosures and communications concerning your Eligible Account using the same method. We always reserve the right to communicate with you in writing using the U.S. Postal Service, no matter what other options you have chosen.
  1. **Credit Line accounts:** At any time and at no charge, you can change the way we send your account statements by going to the Online Banking e-statement tab, clicking "Documents and Settings",





then check or uncheck the account. We may also offer other methods for changing your delivery options from time to time, either directly or through one of our affiliates. When you change your statement-delivery option as described here, the change will take effect with your next scheduled statement cycle. You may view online images of the checks posted to your account. You may request that a photocopy of a cancelled check be mailed to you. Additional fees for photocopies may apply. Changing the way we send your account statements for an Eligible Account also authorizes us to send you other disclosures and communications concerning your Eligible Account using the same method. We always reserve the right to communicate with you in writing using the U.S. Postal Service, no matter what other options you have chosen.

- **Termination of e- statements\***

1. **Deposit accounts:** Either you or we may terminate delivery of e-statements for your accounts without notice. If you opt out of e-statements, you will want to print or save your current e-statements to your computer or other storage devices, as they will no longer appear online.
2. **Credit Line accounts:** Either you or we may terminate delivery of e-statements for your accounts without notice. If you opt out of e-statements, you will want to print or save your current e-statements to your computer or other storage devices, as they will no longer appear online.
3. **If you do not access your Eligible Accounts through Online Banking for any six (6) month period, we may terminate all or any part of the Service.**

*\*Additional fees may apply to receive a paper statement. Please refer to section 7 "Change Statement Delivery Method" and the account disclosures and documentation previously provided for related accounts.*

#### External Transfers (B2B-Bank to Bank Transfer) Service

- **Use of Service.** This Service is provided for domestic transfers only and allows you to make inbound and outbound transfers of funds between your personal deposit accounts at Lake Elmo Bank and certain deposit accounts owned by you or someone else at other financial institutions. An inbound transfer moves funds into an account you own at Lake Elmo Bank from an account you own at another financial institution. An outbound transfer moves funds from an account you own at Lake Elmo Bank to an account at another financial institution that is owned by you or someone else. You agree that you will only

attempt to enroll accounts for which you have the authority to transfer funds.

1. Small Business customers may transfer funds from their business checking account to an individual or vendor's account at another financial institution. Before scheduling a transfer to an individual, you agree that you will have received a signed authorization from the payee, and that the authorization will not have been revoked. You agree to provide a copy of the authorization to us upon our request. Before scheduling any vendor payment, you agree that you will have received authorization from the vendor to make the payment by electronic means.
- **Internal and External Accounts.** The Eligible Accounts, which may include individual and joint checking, business checking in good standing with us and or which you own or for which you have the authority to transfer funds, from which you transfer the funds is referred to herein as an Account you maintain with us or another U.S. financial institution, is referred to herein as an "External Account". We reserve the right to amend criteria for eligible accounts from time to time.
  - **Adding and Verifying External Accounts.** You will need to enroll each of the Non-Lake Elmo Bank accounts that you wish to use for this Service and must provide certain identifying information about each account. All accounts requested to be used as part of this Service will be verified in accordance with Lake Elmo Bank's procedures and verification must be completed prior to using the Service.
  - **Adding an Account.** To add an account to your Bank-to-Bank Transfer profile, you must provide the required information requested. By clicking the "Submit" button on the "Add New FI Transfer External Account" page, you represent and warrant to us that the account is a checking account, savings, or money market account that you maintain with the named U.S. financial institution for which you are an owner or otherwise have the authority to initiate transfers or withdrawals. Furthermore, by clicking the "Submit" button, you also authorize us to initiate the ACH debit and credit entries necessary to verify this account.
  - **Account Verification.** Before an External Account can be activated, the account information you provided must be verified. Two (2) separate Ach credit entries (deposit) ranging between \$0.01 and \$.99 will be made to the External Account. You are required to obtain the amounts of each ACH credit transaction and validate said amounts against our database within five (5) calendar days.



- **Account Activation.** Once the ACH credit amounts provided by you have been verified, the External Account will be activated for External Transfer Services.
  - **Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of ACH transactions (over a period time set by us) that you transmit using the Service and to modify such limits from time to time. If you attempt to initiate an ACH transfer in excess of these limits, your transaction will be rejected. If we make an exception and permit you to make an External Transfer in excess of these limits, such transfer will still be subject to the terms of this Agreement, and we will not be obligated to allow such a transfer at other times.
  - **Outbound Transfers** - Funds will be debited from your Lake Elmo Bank account on the business day you direct us to initiate processing of the transfer, and typically will be credited to the receiving account no later than third (3) Business Day.
    1. Lake Elmo Bank requires that sufficient funds be on deposit prior to processing your transfer request.
    2. The Available Balance is used for approving Outbound Transfers. Your Available Balance includes the unused portion of any Overdraft Privilege and Ready Reserve line of credit. Bank-to-Bank Transfer Service transactions may access these amounts and may result in finance charges or overdraft fees being assessed.
    3. If there are not sufficient funds in your account, the transfer will not occur but they system will try each business day until the funds are available or the transfer is deleted by you.
  - **Inbound Transfers** - Funds requested from an outside account will typically be debited on the business day or next business after you direct us to initiate processing.
  - **Right to Change or Cancel an Entry**
    1. Request for immediate transfers of funds cannot be cancelled.
    2. Future dated and recurring transfers can be canceled prior to the Bank's cut-off time by contacting us three days prior to the scheduled transfer date.
    3. If the transfer status is, In Process, Pending, or Processed, you cannot cancel the transfer.
    4. Lake Elmo Bank may at its sole discretion and without notice refuse to complete a requested transfer – Situations that could result in refusal to process or complete a transaction include but are not limited to:
      - a. Insufficient funds
      - b. Violations of any laws, rules, or regulations for your accounts
      - c. If we are served with, any notice of lien, attachment, levy garnishment or other legal process relating to your account.
  - **Termination, Cancellation or Suspension of Service**
    1. The Bank may cancel the External Transfer Service if it has been inactive for period of 90 days or more.
    2. The Bank may cancel requested transfers, remove access to any and all external accounts or your access to this service in part or full without prior notice and for any reason at our sole discretion and at any time.
    3. Any transfers the Service has already processed before the requested cancellation was received will be completed. No Scheduled payments including recurring payments will be processed once the service is cancelled. Neither termination nor suspension shall affect your liability of obligations under this Agreement.
- [Money Manager](#)
- **Third Party Account Aggregation**

You may use the "Money Manager" feature of the Service to retrieve account information maintained at third party financial institutions with which you have customer relationships, maintain accounts, or engage in financial transactions ("Third Party Account Information"). We do not review, verify, or analyze the Third-Party Account Information for accuracy or any other purpose, but simply gather, organize, and report available Third-Party Account Information to you through the Service. Not all types of third-party accounts are accessible through the Service, and we reserve the right to qualify and disqualify any types of third-party accounts that may be eligible for the Service in our discretion.
  - **Your Responsibility for Information**

For the Service to retrieve your Third-Party Account Information, you must provide accurate and updated (as necessary) account numbers, usernames, passwords and other log-in related information for the accounts held at third party institutions ("Registration Information"). You acknowledge that you are voluntarily supplying Registration Information to us and our service provider. You hereby represent to us that you are a legal owner of each third-party account, and you have the right to and are entitled to submit Registration Information to us for use for this purpose, without any obligation by us or our service provider to obtain additional authorization or to pay any fees. We are not obligated to take any further steps to confirm or authenticate your Registration Information and may act upon them without further confirmation. You



acknowledge and agree that the financial institutions receiving requests through the Service for the release of Third-Party Account Information may rely and act upon such requests.

- **Authorization to Access Third Party Account Information.** By submitting Registration Information, you expressly authorize us and our service provider to access your Third-Party Account Information on your behalf as your agent. We will submit Registration Information for each third-party account, and you hereby authorize and permit us to use and store Registration Information to access Third Party Account Information and to configure the Service so that it is compatible with the third-party sites for which you submit your information. You are solely responsible for the compliance with all terms and conditions governing or related to such third-party accounts, and you acknowledge and agree that we are in no way responsible or liable for your third-party accounts or any products or services related to your third-party accounts, or for any acts or omissions by the financial institutions that maintain such third-party accounts. You acknowledge and agree that when we are accessing and retrieving Third Party Account Information from the third-party sites, we and our service provider are acting on your behalf and not on behalf of the third party.
- **Transmission Risks**  
Third Party Account Information is timely only to the extent that it is promptly provided by the third-party sites. Third Party Account Information may be more complete or up to date when obtained directly from the third party. You acknowledge that certain risks are inherent in the transmission of information over the internet, and you agree that by using the Service you are assuming those risks. We assume no responsibility for technical difficulties which may result in a failure to obtain data, loss of data, loss of personalized settings or other service interruptions. If you become aware of any unauthorized use of your Registration Information, you should notify the applicable financial institution immediately.

#### Mobile Banking Service

- We offer Mobile Banking to our customers who are enrolled for Online Banking. Through your mobile device, you can view accounts, transfer funds, and make bill payments that are currently set-up through your Online Banking set-up. This service will not work for Cash Management users.

- We will use reasonable efforts to make the Service available for your use on a continuous basis. The Service may be unavailable for short periods for regular or emergency system maintenance. We will endeavor to have our scheduled maintenance occur during non-peak hours. In addition, accessibility to the Service may be interrupted because of conditions beyond our control, including outages in internet availability. We will use diligent efforts to re-establish the Services as promptly as possible. We do not promise the Service will always be available for your use. We may elect to discontinue this Service at any time. If we choose to discontinue the Service, we will provide you with reasonable notice in advance of that fact.
- You are responsible for providing your own hardware and software to access the Service. The hardware and software that you use may be subject to unauthorized tracking or other manipulation by “spyware” or other malicious code. We are not responsible for advising you of the existence or potential effect of such malicious code, and your use of your hardware and software is at your own risk. We do not guarantee functionality of the Service on all wireless devices. We do not charge you any fees for using this product, but your mobile carrier may charge you for web access. You are responsible for checking with your carrier for details on specific fees and charges that may apply.
- We always reserve the right to take actions to protect our systems and information, including denial of access to users of the Service.
- We will use commercially reasonable efforts to secure the Service to prevent access by unauthorized persons and to prevent the introduction of any malicious code, such as a computer virus. However, no security system is failsafe, and despite our efforts the security of the Service could be compromised, or malicious code could be introduced by third parties. We will provide you with notice if your information is the subject of a security breach as required by applicable law.
- The accounts that you access using the Service are subject to the terms and conditions of the deposit agreement for those accounts and the terms and conditions for Online Banking.

#### Mobile Deposit Service

- **Use of Service** - LEB Mobile Deposit (“Service”) includes the software, hardware and processes that allow you to electronically capture an image (or picture) of an eligible check using a mobile capture device, such as a smartphone or similar device, and transmit the item to The Bank for deposit into your designated account from any remote location. By using the Service, you authorize the Bank to



convert checks to images or create substitute checks for the purpose of clearing the check.

- **Limitations of Service** - When using the Service, you may experience technical or other difficulties. We do not assume responsibility for any technical or other difficulties or any resulting damage that you may incur. In the event the Service is unavailable, you may deposit original checks at any of our branches or by mailing the original check to: Lake Elmo Bank, Attn: Mobile Deposit Dept., 11465 39<sup>th</sup> St N, Lake Elmo, MN 55042.
- **Eligibility, Termination and Changes** - For security reasons, the Service has qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you. We reserve the right to limit the number of Mobile Devices through which you may access the Service.
  1. Except as expressly provided in this Agreement, deposits made through the Service are subject to all limitations and terms set forth in the relevant deposit agreement(s) governing your eligible Mobile Deposit Account(s) as it may be modified from time to time, including, but not limited to, those related to deposit acceptance, crediting, collection, endorsement, processing order and errors.
- **Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits (over a period time set by us) that you transmit using the Service and to modify such limits from time to time. If you attempt to initiate a deposit more than these limits, your deposit will be rejected. If we make an exception and permit you to make a deposit more than these limits, such deposit will still be subject to the terms of this section, and we will not be obligated to allow such a deposit at other times.
- **Eligible Items.** Subject to exclusions described elsewhere in this section, you agree to scan and deposit Checks drawn on U.S. Banks in U.S. dollars only. You may only use the Service to deposit original paper checks made payable to the name of the account owner.
- **Unacceptable Items for Deposit.** You agree that you will not use the service to scan and deposit any unacceptable items. Unacceptable items include, but are not limited to the following:
  1. Checks or items payable to any person or entity other than you
  2. Checks or items containing an alteration to any of the fields on the front of the check or item (including the MICR line), or which you know or suspect, or should

know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.

3. Checks or items previously converted to a substitute check, as defined in Regulation CC.
4. Checks that are illegible or missing processing information, or missing account or bank routing numbers.
5. Checks or items drawn on a financial institution located outside the United States. Money orders, savings bonds, or traveler's checks.
6. Checks that are postdated or more than six (6) months old
7. Checks that have previously been deposited
8. Checks that have previously been returned unpaid for any reason Insurance Drafts
9. Items prohibited by our current procedures relating to the Service or which are otherwise unacceptable under the terms of your Account Agreement.
10. Items that would cause you to exceed your assigned daily and/or monthly limits.
11. Any item that we, in our sole discretion, determine to be ineligible for service.

*Nothing in this Agreement should be construed as requiring Lake Elmo Bank to accept any check or item for deposit, even if Lake Elmo Bank has accepted that type of check or item previously. Nor shall Lake Elmo Bank be required to identify or reject any checks or items that you may scan and deposit that fail to meet the requirement of this service.*

- **Image Quality.** The image of a check or item transmitted to Lake Elmo Bank using the Service must be legible. The image quality of the checks and items must comply with the standards established from time to time by the American National Standards Institute, any higher standard set by us, and with any requirements set by any regulatory agency or agreement we have with respect to processing checks or items. You agree that we shall not be liable for any damages resulting from a check or item's poor image quality, including those related to rejection of or the delayed or improper crediting of such a check or item, or from any inaccurate information you supply regarding the check or item.
- **Endorsement.** You agree to properly endorse all items transmitted using the Service. We require all Mobile Deposit check items to be endorsed "For Mobile Deposit Only" on "Date" followed by the signature(s) from the named payee(s). We will void checks that do not meet our Mobile Deposit endorsement requirements. You agree to follow any and all procedures and instructions for use of



the Service as we may establish from time to time. You agree to supply any information in your possession that we request regarding a check or item deposited or attempted to be deposited through the Service.

- **Funds Availability and Cut-Off Time.** If an image of an item you transmit through the Service is received, reviewed, and accepted before 4:00 p.m. CST on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Service will generally be made available the next business day from the day of deposit. Once the deposit item(s) have been approved through the Service, they are subject to our Funds Availability Policy.
- **Receipt of Checks and Items, Clearing.** At our sole discretion, we reserve the right to reject any item transmitted through this Service, without liability to you. We are not liable for check or items we do not receive in accordance with this Agreement or for images that are dropped or damaged during transmission. Upon receipt of the digital image, we will review the image for acceptability. We will notify you by e-mail if your deposit is rejected. To confirm a mobile deposit using your mobile device, under the “Mobile Deposit” tab, select the “Review Deposits”. An “Approved” status means that the deposit has been accepted.
  1. “Approved” does not mean that your account will not be charged back for the amount of the deposit and any applicable returned deposited item fee if the check image presented is dishonored or returned unpaid for any reason by the financial institution on which it is drawn.
  2. You understand and agree that checks and items processed through this Service must be received and accepted by Lake Elmo Bank before the applicable Cutoff Time and meet all specifications and criteria for eligibility for same-day crediting.
- **Returned Deposits.** Credit to your account for any check deposited using the Service is provisional. If a check that you deposit using the Service is returned or charged, back on your account the amount will be deducted from your account along with any fees that are incurred. We are not responsible for any losses incurred as a result of deposits returned on your account.
- **Email Address.** You agree to notify us immediately if you change your email address. We are not responsible for any losses incurred as a result of you not receiving or otherwise not reading notifications or confirmations, we send to you.
- **Disposal of Transmitted Checks and Items.** *After a check or item has posted to your account, you agree to prominently mark the check or item as “Electronically Presented.”* You agree never to re-present to us or any other party a check or item that has been deposited through the Service unless we notify you that the check or item will not be accepted for deposit through the Service. You will promptly provide any check or item, or a sufficient copy of the front and back of the check or item, to Lake Elmo Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check or item, or for Lake Elmo Bank’s audit purposes. If you are unable to provide a sufficient copy of the front and back of the check, you will be liable for any unresolved claims by third parties.
  1. You agree to destroy or otherwise properly dispose of checks and items that have been accepted for deposit through the Service and have cleared to ensure that such checks and items are not re-presented for payment and, prior to disposal or destruction, to safeguard such checks and items. We recommend you securely store the original check for thirty (30) days (“Retention Period”). You agree you will never re-present the original check. You understand that you are responsible if the original check is ever presented again for payment. You will not store or make a back-up copy of the electronic item.
- **Business Accounts.** The following provisions are applicable to Business Accounts. “Business Accounts” mean sole proprietorships, partnerships, limited liability companies, corporations, and other forms of business organizations that are not “consumer” accounts (for example, the account is not used for personal, family and household purposes).
  - a. For Business Accounts using the service, the bank is not responsible for any loss, injury, or damage, whether direct, indirect, special, consequential, exemplary, economic, or otherwise, caused by the service or the use of the service except as otherwise expressly provided for in this Agreement or by applicable law. By using the service to access your Business Accounts, you are responsible for any unauthorized use of the service and any loss or damages incurred due to the unauthorized access to your Business Accounts.
  - b. If any person is authorized access through this service to conduct transactions on any Business Account is no longer authorized, it is your responsibility to notify the Bank. The Bank shall not be liable or responsible to you for any transactions conducted on a Business



Account by any person whose authority to conduct transactions is no longer in effect until the Bank is expressly notified in writing by the business owner.

2. **Promises You Make to Us; Indemnity** - You warrant to Lake Elmo Bank that:

- You are the quality, completeness, accuracy, validity, and integrity of the image.
- You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect to illegible images to us or if the Service is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, altered, incorrect or otherwise improper or unusable images to us.
- In addition you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, 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 all information you provide Lake Elmo Bank is accurate and true, including that all images transmitted to Lake Elmo Bank accurately reflect the front and back of the check or items at the time it was imaged.
- You will comply with the Mobile Deposit service, and all other related Agreements, disclosures and documentation, and all applicable rules, laws, and regulations.
- You will use the Services only for your own deposits and will not allow the use of the Service by way of a service bureau business or otherwise disclose or allow use of the Service by or for the benefit of any third party.
- You understand and agree that you are required to indemnify us and all our affiliates, officers, employees, and agents and hold us and all our affiliates, officers, employees, and agents harmless from and against all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising from your use of LEB Mobile Deposit and/or any breach of the terms and conditions of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement. You understand and agree that you are required to indemnify our technology partners and hold harmless their affiliates, officers, employees and agents against any third party claims, suits, proceedings, actions or demands, including claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to us or your use of LEB Mobile Deposit or our technology

partners' applications relating thereto, unless such claim directly results from an action or omission made by our technology partners in bad faith. You understand and agree that this paragraph shall survive the termination of this service.

- **Cancellation by You; Termination or Refusal by Us.** You may cancel the Service at any time by calling 651-777-8365 or email [ebanking@lakeelmobank.com](mailto:ebanking@lakeelmobank.com) and allowing us a reasonable opportunity to act upon your request. If you cancel, we will not refund any portion of any fee assessed for any checks and items previously deposited via the Service. We will have no obligation to honor any instruction, in whole or in part, that (i) we reasonably believe is used for any illegal or improper purpose or activity; (ii) we have reason to believe may not be authorized by you; (iii) would violate any law, rule or regulation applicable to us or the Service; (iv) is not in accordance with any other requirement stated in this Agreement or any of our policies, procedures or practices; or (v) for our protection or yours, we have reasonable cause not to honor. We reserve the right to refuse to honor an instruction or suspend or terminate the Service, in whole or in part, at any time, with or without notice to you, with or without cause, including, without limitation, if: (a) we have reason to believe that your account has been compromised or mismanaged in any way, such as by unauthorized or erroneous use of your Access Information; or (b) we believe the Service is not being used for its intended, bona fide and lawful purposes under this Agreement, the Lake Elmo Bank Online Banking Access Agreement and Mobile Banking Agreement; (c) we have reason to believe the Service is being used in an anti-competitive manner or contrary to Lake Elmo Bank's business interests; (d) your account is closed, access to your account is restricted for any reason, or if you do not use the Service for a period of time or (e) following initial enrollment you do not use the Service. Termination will not affect your liability or obligations under this Agreement, the Lake Elmo Bank Online Banking Agreement, or any other agreements you have with us for actions we have taken on your behalf.

**DISCLAIMER OF WARRANTIES.** YOU AGREE THAT YOUR USE OF LEB BANK-TO-BANK TRANSFER SERVICE AND ALL INFORMATION AND CONTENT IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF LEB EXTERNAL TRANSFER SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A



PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT LEB BANK-TO-BANK TRANSFER SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED LEB BANK-TO-BANK TRANSFER SERVICE WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN LEB BANK-TO-BANK TRANSFER SERVICE OR ANY OF THE TECHNOLOGY RELATED THERETO WILL BE CORRECTED.

a.m. to 5:00 p.m., and Saturday from 9:00 a.m. to 12:00 p.m., CST time.

**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 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, LEB MOBILE DEPOSIT REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW

**OWNERSHIP AND LICENSE.** YOU AGREE THAT LAKE ELMO BANK RETAINS ALL OWNERSHIP AND PROPRIETARY RIGHTS IN THE SERVICE, ASSOCIATED CONTENT, TECHNOLOGY, AND WEBSITE(S). YOU AGREE NOT TO COPY, DISASSEMBLE, DECOMPILE, OR OTHERWISE REVERSE ENGINEER ANY PART OF THE SERVICE, INCLUDING THE APP. YOU MAY USE THE SERVICE ONLY FOR YOUR OWN BENEFIT. 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. IN THE EVENT THAT YOU ATTEMPT TO USE, COPY, LICENSE, SUBLICENSE, SELL OR OTHERWISE CONVEY OR TO DISCLOSE THE APP OR ANY OTHER PART OF THE SERVICE, IN ANY MANNER CONTRARY TO THE TERMS OF THIS AGREEMENT, WE SHALL HAVE, IN ADDITION TO ANY OTHER REMEDIES AVAILABLE TO US, THE RIGHT TO INJUNCTIVE RELIEF ENJOINING SUCH ACTIONS.

#### **CONTACT INFORMATION**

For general online banking questions, requests for cancellation of payments and transfers, regarding general questions, or to report unauthorized transactions, please call us at 651-777-8365 Monday through Friday from 8:30