



Personal Online Banking

Terms and Conditions

Online Banking • Mobile Banking

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This Agreement includes an agreement to arbitrate. If there is a dispute between you and us, and the dispute is covered by the section of this Agreement titled **ARBITRATION OF DISPUTES**, then either you or we may require the dispute to be resolved by arbitration in front of an Arbitrator. This means that you and we will not have the right to a jury or court trial to resolve the dispute or the right to pursue a claim as a class action. You have the right to reject the arbitration agreement. See the **“ARBITRATION OF DISPUTES”** section for more information.

NOTICE AND CURE

If you encounter an issue with a product or service, please contact us immediately and in most cases, we will be able to quickly resolve the issue. If we are unable to resolve the issue, any Claim you may have relating to your Account will be resolved using the procedure described in this section and if applicable, the **“ARBITRATION OF DISPUTES”** section.

Prior to initiating a lawsuit or an arbitration proceeding as further described in the **“ARBITRATION OF DISPUTES”** section herein, you or we, as applicable, shall give the other party a Claim Notice and a reasonable opportunity, not less than sixty (60) days, to resolve the Claim. Any Claim Notice to you shall be sent by mail to the address you provided in connection with your account (or any updated address you subsequently provide pursuant to this Agreement). Any Claim Notice to us shall be sent by mail to {insert address} (or any updated address we subsequently provide). Any Claim Notice you send must include your name, address and information sufficient to identify your account and explain the nature of the Claim and the relief sought. You may only submit a Claim Notice on your own behalf and not on behalf of any other party unless you are a fiduciary for another account owner. The party giving a Claim Notice must reasonably cooperate in providing any information about the Claim that the other party reasonably requests.

GENERAL ONLINE BANKING TERMS AND CONDITIONS

1. **Definitions.** For purposes of these Terms and Conditions, the following terms shall have the definitions assigned to them. To the extent there is conflict with a term below and a term pertaining to a specific Service, the definition in the specific Service shall control.
 - a. **“Account”** shall mean any Account (including checking, money market, savings, or loan) maintained by us which is enrolled in Online Banking and Mobile Services.
 - b. **“Account Owner”** shall mean a natural person who, during their lifetime, (i) maintains an equal or greater equity interest in the Account or (ii) is provided by Account Owner the authority to act on behalf of the Account Owner as it relates to Service(s) offered by us and (iii) maintains access to Personal Account and the ownership of funds in Personal Account.
 - c. **“Agreement”** shall mean this Personal Online Banking Agreement and any other related documents provided by us. It governs the use of Online Banking and Mobile Services.
 - d. **“App”** or **“Apps”** shall mean Application.
 - e. **“Arbitration Agreement”** means the **“ARBITRATION OF DISPUTES”** section.
 - f. **“Arbitrator”** means a neutral person or persons from the arbitration organization selected under this Arbitration Agreement.
 - g. **“Available Balance”** shall mean the amount of funds that are available to you to withdraw or transfer to other Accounts.
 - h. **“Bank”** shall mean Bell Bank.
 - i. **“Business Days”** shall mean Monday through Friday, excluding Federal holidays. To determine Federal Reserve holidays go to <http://www.federalreserve.gov/aboutthefed/k8.htm>.
 - j. **“Calendar Day”** shall mean a 24-hour period, from midnight to midnight, including Saturday and Sunday and Federal Reserve holidays. To determine Federal Reserve holidays go to <https://www.federalreserve.gov/aboutthefed/k8.htm>.
 - k. **“Claim”** means any past, present or future claim, dispute or controversy between you and us that in any way arises from or relates to this agreement or your account. **“Claim”** has the broadest reasonable meaning and includes, without limitation: (1) initial claims, counterclaims, cross-claims and third-party claims; (2) disputes

based upon contract, negligence, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity; (3) data breach or privacy claims arising from or relating directly or indirectly to our disclosure of any non-public personal information about you; (4) disputes concerning your application or other information you gave us before opening your account; (5) any account(s) you previously had with us; (6) disputes arising from or related to debit cards or any other cards, products or services provided by or purchased or obtained from us in connection with your account; (7) disputes arising from or related to any transactions in connection with your account; (8) disputes arising from or related to any advice, recommendations, solicitations, communications, disclosures, promotions or advertisements concerning your account; (9) claims brought in a direct, derivative, assignee, survivor, successor, beneficiary or personal capacity; (10) disputes concerning any fees or charges relating to your account or this agreement (for example, overdraft transfer service fees, non-sufficient funds charges, and safe deposit box rental fees), any products or services relating to your account (for example, automated teller machines and our online or telephone banking services), and communication methods and practices we may use to service your account; and (11) disputes arising from or related to the relationship(s) between you and us resulting from any of the foregoing.

- l. **“Claim Notice”** means written notice of a Claim.
- m. **“Cutoff time”** shall mean 11:00 p.m. Central Time unless otherwise indicated on statements, notices or make a payment for in Online Banking for mortgages.
- n. **“Designated Service Provider”** shall mean a third party where we have an agreement in place to offer a specific Service via a Third Party Site.
- o. **“Entity”** or **“Entities”** shall mean companies related by common ownership or control.
- p. **“Individual”** shall mean you, or any person granted access to any Services.
- q. **“Login Credentials”** shall mean any combination of information used to gain access to the System. This includes usernames, access IDs, passwords, and token personal identification number generators provide by us or established by you through the System.
- r. **“Mobile Banking”** or **“Mobile Banking Services”** or **“Mobile Services”** shall mean Text Banking, Bell Bank Mobile App, and Mobile Browser Banking, if available.
- s. **“Mobile Browser Banking”** shall mean the access to Online Banking using a mobile browser.
- t. **“Mobile Device”** is a small, handheld computing device usually outfitted with a display screen and input method (either touchscreen or miniature keyboard). Many portable Mobile Devices have operating systems that can run Applications.
- u. **“Online Banking”** shall mean Bank’s Online Banking System and the Services provided by us that you access over the Internet by use of a personal computer and modem and/or other means we authorize or allow.
- v. **“Paperless Statements”** shall mean Periodic Statements which are available only electronically.
- w. **“Periodic Statements”** shall mean any statement produced at a designated interval. Periodic Statements may be daily, weekly, monthly, quarterly, or semi-annual.
- x. **“Personal Account”** shall mean an account owned by an Account Owner that (i) is not used primarily for business or agricultural purposes and (ii) is enrolled in Online Banking and Mobile Services.
- y. **“Recipient Account”** shall mean account to which your funds will be credited.
- z. **“Secure Access Code”** shall mean a code that is auto-generated at Individual’s request and delivered to a registered email address or phone number. Once the code is retrieved from the registered contact point, Individual must enter the code to be granted access to Accounts online.
- aa. **“Secure Email”**, **“Secure Mail”**, and **“Secure Electronic Mail”** shall mean a feature outside of Online Banking which allows individuals to communicate with Bank through email, where the contents of the message stay secure within Banks’ server and the sender is authenticated separately
- bb. **“Secure Message”** shall mean a feature which allows an Individual to communicate with Bank by typing a message and uploading attachments

via Online Banking, which authenticates Individual through requiring Login Credentials to be input correctly prior to use

- cc. "Sender" shall mean the Transaction Account holder initiating a transfer through the Service.
 - dd. "Service(s)" shall mean any features of Online Banking made available to you through the Agreement.
 - ee. "Service Provider" shall mean companies that we have engaged to render some or all of the Service to you on our behalf.
 - ff. "Short Code" shall mean a sequence of numbers to identify the sender of a Text Banking message or Short Message Service ("SMS") alert received on a mobile phone or mobile device.
 - gg. "Site" shall mean the Online Banking website through which the Service is offered.
 - hh. "System" shall mean our electronic or other system required to allow you to utilize each individual Service.
 - ii. "System Maintenance" shall mean periods of time where one or more of our Systems has routine or scheduled updates performed.
 - jj. "Third-Party Site" shall mean any site we own and control, or site where we have an agreement with a Designated Service Provider in order to offer a specific Service.
 - kk. "Third Party Aggregation Service(s)" shall mean any software solution offered outside of our Designated Service Providers' Services that consolidates all Account information for viewing in one location.
 - ll. "Text Banking" shall mean a stand-alone feature in which commands are sent to a Short Code and a response is received.
 - mm. "Transaction Account" shall mean the Account from which your funds will be debited, your A2A Service fees will be automatically debited, or to which funds will be returned.
 - nn. "Transfer Instruction" shall mean the information provided by you to the Service for a transfer of funds to a Recipient Account.
 - oo. "You", "you", "Your", "your", "Yours", and "yours" shall mean the person(s) enrolled in, and authorized to, use any Electronic Services as set forth under the Agreement.
 - pp. "We", "we", "Our", "our," "Ours", "ours", "Us", and "us" shall mean Bell Bank.
2. **Services.** You should read this Agreement carefully and keep an electronic copy or print a hard copy of it for your records. By using any processes we provide in order to establish your acceptance of this Agreement and/or other terms and conditions related to the Agreement, you acknowledge and agree that you are using an electronic signature to signify your intent to be bound, and you agree to do business with us and exchange information electronically, as provided in this Agreement. Each time you use any Service described in this Agreement, or allow any other person to use a Service in relation to any of your Accounts, you are confirming your acceptance of the terms of this Agreement (including, but not limited to, the terms of that particular Service) that are in effect at that time. We may provide Services that are not specifically included in the Services Terms sections of the Agreement. By accepting and using any such Service, you agree that the Service will be governed by the Agreement and any other conditions communicated to you by us. If not then currently available, these Terms and Conditions will apply to the specific Services once the Services are available and used by you.
3. **Other Agreements.** The terms and conditions of your deposit agreements and disclosures for each Account with us as well as your other agreements with us, such as loans, continue to apply notwithstanding anything to the contrary in the Agreement. The Agreement supplements any other agreements in place. In the event of an inconsistency between the Agreement and any subsequent Agreements, provisions and conditions contained in the Agreement shall govern and control.
4. **Alterations and Amendments.** We may amend the Agreement and any applicable fees and charges for the Services at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Services after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise or update our

program, Services, and/or related material(s) rendering such prior versions obsolete. Consequently, we reserve the right to terminate the Agreement as to all such prior versions of our programs, Services, and/or related material(s) and limit access to more recent versions and updates, subject to applicable terms and conditions.

5. **Address Changes.** You agree to promptly notify us, orally or in writing, of any address change that impacts Personal Account(s) or your use of any Services. Mortgage accounts may be updated through Online Banking.
6. **Termination or Discontinuation.** We have the right to terminate the Agreement or any portion of the Services provided herein, at any time, at our sole discretion. However, any banking transactions or payments you have previously authorized will be completed as instructed. Neither termination nor discontinuation shall affect your liability or obligation under the Agreement.
7. **Disputes.** In the event of a dispute regarding the Services, you agree to resolve the dispute by looking to the Agreement. In case of errors or questions about your transactions, you should notify us as soon as possible orally or in writing. Our current contact information is listed on our website, www.bell.bank.
8. **Assignment.** You may not assign the Agreement to any other party. We may assign the Agreement to any present or future, directly or indirectly, affiliated company. We may also assign or delegate its rights and responsibilities under the Agreement to independent contractors or other third parties. We may, at any time, in whole or in part, delegate any of its functions hereunder to any affiliate, purchaser, successor, or subcontractor.
9. **Security.** We advise you not to give or make available your Login Credentials to anyone. You acknowledge that your Login Credentials are authentication tools or methods used by us to verify your identity and we may require you to use additional authentication tools or methods at any time and from time to time. You further agree that if you do not use our additional authentication tools, if and when they become available, your access and use of Online Banking and Mobile Services may be limited or terminated. If you have given someone else your Login Credentials or other means of access and want to terminate that authority, you must change your Login Credentials or other means of access or take additional steps to prevent further access.
10. **Third Party Aggregation Services.** Some third-parties offer aggregation services that allow you to consolidate Account information from different sources so that all Accounts can be viewed at one online or mobile location. These third parties may require you to provide personal identification information including specific Account information or Login Credentials. By providing this information to an aggregation service, you authorize the Third Party Aggregation Service to access Accounts, and to initiate money movement to or from Accounts.
- Any use of a Third Party Aggregation Service is at your own risk. You are responsible for the use of Accounts, or the disclosure of any personal identification information to, or by, the third party. To revoke access provided to a Third Party Aggregation Service, you agree to contact us and request new Login Credentials.
- All matters concerning Third Party Aggregation Services' websites are solely between you and the Third Party Aggregation Service. We make no warranties or representations with regard to any Third Party Aggregation Services' website.
11. **Force Majeure.** Without limiting the foregoing, we shall not be liable for and shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communications facilities, equipment failure, war, acts of terror, emergency conditions or other conditions beyond our control, conditions including but not limited to a blizzard, flood, tornado or any other adverse weather conditions.
12. **Our Liability.** In the performance of the Services required by the Agreement, we shall be entitled to rely solely on the information; representations and warranties provided by you pursuant to the Agreement and shall not be responsible for the accuracy or completeness of such information. Except as otherwise specifically provided for in the Agreement and shall be liable only in the event of loss due to its gross negligence or willful misconduct in performing those Services. In no event shall we have any liability for any consequential, special, incidental, punitive or indirect damages you may incur or suffer in connection with the Agreement whether or not the likelihood of such damages was known or contemplated by us and regardless of the legal or equitable theory of liability you may assert.

If, for any reason, we are adjudged liable to you, it shall only be to the extent that the amount of the damages resulting from such liability arise out of our gross

negligence or willful misconduct and, in such cases, damages will be limited to the amount of the aggregate monthly fees and charges paid by you for the Services for the immediate three (3) month period prior to the event giving rise to your claim. In no event shall we be liable for consequential damages, exemplary damages or lost profits, even if you advise us of the possibility of such damages. The provisions of this paragraph shall survive the termination of the Agreement.

Without limiting the generality of the foregoing, we will not be liable to you in the following situations:

- a. If through no fault of ours, you do not have enough available money in Account from which a payment or transaction is to be made, or if Account has been closed or is not in good standing, or if we reversed a payment or transaction because of insufficient funds, or if any payment or transaction would go over the credit limit of any Account;
- b. If your equipment or ours was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction;
- c. If you have not given us complete, correct or current Account numbers or other identifying information so that we can properly credit Account or otherwise complete the transaction, or if you do not properly follow our instructions, or if you provide us with wrong or inaccurate information, or fail to correct or tell us about any inaccuracy of which you are aware;
- d. If you do not instruct us soon enough for your payment or transaction to be received and credited by the time its due;
- e. If the money in Account from which a payment or transaction is to be made is subject to legal process or other claims restrict the transaction, or if circumstances or persons beyond our control prevent, delay, intercept or alter the transaction, despite reasonable precautions that we have taken;
- f. If you have an overdraft line and the transfer would go over the credit limit;
- g. If we have a hold on Account;
- h. If Account is closed or has been frozen;
- i. If you or anyone authorized by you commits any fraud or violates any law or regulation;
- j. If we have a reasonable basis for believing an unauthorized use of your Security Devices has occurred or may be occurring;
- k. If you are in default under the Agreement or if we or you terminate the Agreement; and,
- l. If the failure was caused by a fire, or other catastrophe, or by an electrical or computer failure or by other causes beyond our control, or if we have a reason to believe that the transaction requested is unauthorized.

For incidental or consequential damages, the above listing is not meant to be exhaustive.

13. **Electronic Mail.** Email to us is not a secure method of communication and we recommend you do not send information by email. We may disregard Email we receive from you. You should not include confidential information, such as account numbers and balances in any emails to us. You cannot use email to initiate transactions via Mobile Services. All such transactions must be initiated using the appropriate features. We will not be liable for any errors, omissions, claims or problems of any kind involving your sent Email.
14. **Technical Support and Training.** From time-to-time, and depending on Services that you may use, you may request us to provide technical support or additional training. This technical support or training may be provided via telephone or on-site. Assistance provided via telephone may include the use of tools that grant our employees access to your hardware and software.

You agree that you have permission to receive technical support or training, which may include remote PC support, from us or Designated Service Provider.

You are responsible and liable for the following:

- a. Ensuring that you are accessing a computer that you have permission to;
- b. Making available the appropriate IT personnel to grant access and render updates that you cannot make; and,
- c. Confidentiality and the securing of your data, software, and hardware.

You agree that we are not responsible or liable for the following:

- d. Access by third parties, with or without your authorization, to your data, software, or hardware, and,
- e. Exploitations of security gaps, weaknesses, or flaws (whether known or unknown) that may exist in the equipment used to provide technical support or training.

We are not responsible for bad memory, failure of hard drives, power supplies, motherboards, or any other hardware failures that may occur under normal use while machines are being remotely controlled. We are also not responsible for any data loss, although we will attempt to minimize the chance data loss will occur.

You agree to watch the security training course offered under our learning center for Personal Online Banking in the Video Tutorials section. Topics covered include bank security, browser security, government regulations, user security, Secure Access Codes, and mobile security.

15. **No Waiver.** We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any right or remedy shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any one (1) occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.
16. **Severability.** Wherever possible, each provision of the Agreement shall be interpreted in a manner which makes the provision effective and valid under applicable law. If applicable law prohibits or invalidates any part or provision of the Agreement, that particular part or provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement.
17. **Captions.** The captions on sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of the Agreement.
18. **Governing Law.** Any dispute concerning us and you, arising out of, connected with, related to, or incidental to the relationship established between them in connection with the Agreement, and whether arising in contract, tort, equity or otherwise, shall be resolved in accordance with the applicable federal law and the laws of the state in which the Account is located as defined in your account terms and conditions.

ONLINE BANKING

If you are enrolled in our Online Banking, this section states the terms and conditions that apply. These terms and conditions are in addition to those that apply to any Accounts you have with us or any other services you obtain from us. You must also follow all of our instructions and procedures applicable to the Services covered by the Agreement. Online Banking allows you to make payment, transfer funds, access Accounts, obtain information and perform other transactions.

1. **Definitions.**
 - a. "Point-of-Sale Website" shall mean the combination of hardware and software built to centralize business operations for a Third Party Vendor with whom you or an Individual has chosen to transact a monetary exchange for goods or services.
 - b. "Third Party Vendor" shall mean anyone who provides goods or services to you or Individual
2. **Online Account Owner Information.** You must be the owner of the Account. You may not designate any Account that requires more than one (1) signature for withdrawals.
3. **Online Banking Transactions.** You, or someone you have authorized by giving them your Online Banking ID and password or other means of access (even if that person exceeds your authority), can instruct us to perform the following transactions:
 - a. Make transfers between Accounts to the extent authorized;
 - b. Obtain information that we make available about Accounts; and,
 - c. Obtain other Services or perform other transactions that we authorize.
4. **Limits on Online Banking Transactions.**

- a. Transfers initiated prior to the Cutoff time on a Business Day will be posted to the Receiving Account the same day. All transfers completed after the Cutoff time or on a non-Business Day or holiday, will be posted the following Business Day.
 - b. You assume responsibility for verifying availability of funds at the time of the payment or fund transfer order. You must have enough money or credit in the Account from which you instruct us to make a payment or transfer.
 - c. Transfers from a savings Account by preauthorized, automatic, check, telephone or computer transfer area limited to six (6) per month. If you exceed these limits, we may close the Account and/or change the Account to a non-interest bearing demand deposit Account.
 - d. If more than one transfer is made at or about the same time and the available funds in the applicable Account do not cover all of such fund transfer orders, we, at our option may execute as many of such fund transfer orders as possible within the dollar limits of such available funds, in any order convenient to us and in our sole discretion.
5. **Our Liability for Failure to Complete Payments or Transfer.** If we do not complete a payment or transfer on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are exceptions. We will not be liable, for:
- a. If, through no fault of ours, you do not have enough available money in the Account from which a payment or transfer is to be made, or if the Account has been closed or is not in good standing, or if we reverse a payment or transfer because of insufficient funds, or if any payment or transfer would go over the credit limit of any Account;
 - b. If your equipment or ours was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction;
 - c. If you have not given us complete, correct or current Account numbers or other identifying information so that we can properly credit your Account or otherwise complete the transaction or if you do not properly follow our instructions, or if you provide us with wrong or inaccurate information, or fail to correct or tell us about any inaccuracy of which you are aware;
 - d. If you do not instruct us soon enough for your payment or transfer to be received and credited by the time it is due;
 - e. If the money in Account from which a payment or transfer is to be made is subject to legal process or if other claims restrict the transaction, or if circumstance or persons beyond our control prevent, delay, intercept or alter the transaction, despite reasonable precautions that we have taken;
 - f. If the failure was caused by fire or other catastrophe, or by an electrical or computer failure or by other causes beyond our control, or if we have a reason to believe that the transaction requested is unauthorized; and,
 - g. For incidental or consequential damages.
6. **Your Liability and Indemnity.** You warrant that you will perform your obligations under the Agreement consistent with all applicable bank rules and regulations and that all information that you provide us is accurate, timely, and has been authorized by you and in the event that you breach any of the foregoing warranties, you agree to indemnify us against any loss, liability and expense. You agree to hold us harmless for any and all acts of any employees or persons who you grant access to or who gain access your Online Banking Account. You consent, by execution of the Agreement, to disclosure of your customer information to those that gain access to Accounts.'
7. **Availability.** Bank agrees to make any of the Services which are accessed through Online Banking or Mobile Banking, available, other than when System Maintenance is being performed. However, transactions are processed and information is updated only on Business Days. Transfers made after the Cutoff time will be processed on the next Business Day.
8. **Periodic Statements.** If Account Owner has not elected to receive Paperless Statements, a Periodic Statement will be issued by us to Account Owner which reflects credits and debits to the Account. You agree to notify us promptly if you change your address or if you believe there are any errors or unauthorized transactions on any Periodic Statement you receive.
9. **Paperless Statements.** Copies of your Periodic Statements are available through Online Banking. You may choose to discontinue receiving paper statements through U.S. Mail upon request at any time by updating your setting through Online Banking. If you have chosen to discontinue receiving paper statements, you can revoke your previous request at any time with no fee, by logging into Online Banking or by calling us at 800.450.1529 or 701.298.1539 or writing to us at: Bell Bank, PO Box 10877, Fargo ND 58106-0877.
- a. You must have access to a computer which is able to comply with and adhere to the software and hardware requirements which are required to enable the electronic delivery of Periodic Statements as well as your access to the statements, which includes having appropriate App or browser software, such as Microsoft Edge, Google Chrome, Mozilla Firefox, Safari, or equivalent software. You agree that you are able to meet such software and hardware requirements.
 - b. Documents may be in Portable Document Format (PDF). In order to view, download, and print a PDF document, you must have Adobe Acrobat Reader software or another PDF Viewer. You can download Adobe Acrobat Reader at no charge from Adobe's website.
 - c. We may change the hardware and software required at any time with ten (10) Calendar Days advance notice to you via email. If you choose not to obtain the new hardware or software, you may withdraw your consent for Paperless Statements and Periodic Statements will then be delivered by U.S. Mail. No fees or charges will be incurred for such withdrawal. You will remain liable for any other fees disclosed.
 - d. At any time, you may request a paper copy of your Periodic Statement and we will provide it to you. You can make this request (a) in Online Banking (b) by calling us at 701.298.1539 or 800.450.1529; or (c) by writing to us at Bell Bank, PO Box 10877, Fargo ND 58106-0877. We will charge you our then-standard additional statement fee for completing such request. These fees are listed in our fee schedule. We reserve the right to change our fee schedule from time to time.
10. **Charges for Transactions.** You agree to be charged for any applicable Online Banking fees as listed in our fee schedule. We reserve the right to change our fee schedule from time to time and your Account will be charged in accordance with the new fee schedule after giving you proper notification.
11. **Unauthorized Transactions or Loss or Theft of your Login Credentials.**
- a. If you believe your Login Credentials have been lost or stolen, or that someone has used them without your authorization, call us or visit a branch.
 - b. If you notify us of a loss, your liability for unauthorized transactions or payments will be as follows:
 - i. If you contact us within two (2) Business Days after learning of the loss or the theft of your Login Credentials, you can lose no more than \$50.00 if someone used your Login Credentials without your permission;
 - ii. If you do not contact us within two (2) Business Days after you learn of the loss or theft of Login Credentials and we can prove that we could have prevented the loss if you had told us earlier, you could lose as much as \$500.00;
 - c. Should your Periodic Statement(s) for Personal Accounts show transfers or payments that you did not make, including those through Online Banking, notify us immediately. If you do not tell us within sixty (60) Calendar Days after the Periodic Statement for Personal Account was mailed, you may not get back any of the money lost after the sixty (60) Calendar Days if we can prove we would have prevented those losses had you notified us earlier; and,
 - d. If you have given someone else your Login Credentials and want to terminate that person's authority, you must change your Login Credentials to prevent further access by such person.
12. **Unauthorized Transactions and Notice of Errors (Applicable to Personal Accounts only).**
- a. In case of errors or questions about your Electronic Transfers or if you think your Periodic Statement is wrong or if you need more information about a transfer listed on the Periodic Statement, telephone us at 800.450.1529 or 701.298.1539 or write: Bell Bank, PO Box 10877, Fargo ND 58106-0877, as soon as you can. We must be notified by you no later than sixty (60) Calendar Days after we sent the first (1st) statement on which the problem or error appeared.
 - b. You will need to tell us:

- i. Your name and Account number;
 - ii. Describe the error or transfer in question and explain, as clearly as you can, why you believe it is an error or why you need more information; and,
 - iii. The dollar amount of the suspected error and approximately when the error took place.
- c. If you tell us orally, we may require that you send your complaint or question in writing to us within ten (10) Business Days.
 - d. 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 (ninety (90) days for errors or questions involving a transaction initiated outside of the United States or at a point-of-sale terminal or for new Accounts) to investigate your complaint or question. If we decide to investigate your complaint or question, we will credit your Account within ten (10) Business Days (twenty (20) days for new accounts) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not credit your Account.
 - e. We will tell you 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.
13. **Stop Payment Authorization.** You will be able to place and/or delete stop payment orders on any check written on a demand Account of yours. You are solely responsible for your actions when placing or deleting stop payment orders. Bank reserves the right to require confirmation in writing in a form acceptable to Bank of all stop payment orders and deletions thereof. The stop payment entry page within the System must be completed in its entirety.
- a. Sufficient information to properly identify the check must be provided, including the Account number, check serial number, and exact dollar amount. Bank assumes no liability when information is incorrect or incomplete.
 - b. Bank must be given sufficient time to provide a reasonable opportunity to act on the stop payment order. Stop payment orders are not effective if, before the stop payment order was placed; Bank has already negotiated the check or otherwise become legally obligated for its payment.
 - c. Stop payment orders are effective for twelve (12) months or until the item is returned. You may renew stop payment orders for an additional twelve (12) month period by reentering the stop payment order upon the expiration of the original twelve (12) month period. You are solely responsible for monitoring all expiration dates of stop payment orders.
 - d. Bank's customary stop payment fees will apply.
 - e. You agree to abide by the rules and regulations governing stop payment orders as outlined in the Uniform Commercial Code or other applicable laws.
- c. "Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.
 - d. "Billing Account" is the checking Account from which all Service fees will be automatically debited.
 - e. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
 - f. "Due Date" is the date reflected on your Biller statement for which the payment is due, not the late payment date or the date beginning or a date during any grace period.
 - g. "Eligible Transaction Account" is a transaction account that you hold with us from which bill payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.
 - h. "Exception Payments" means payments to deposit accounts or brokerage accounts, and payments to settle securities transactions (including without limitation stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property).
 - i. "Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).
 - j. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
 - k. "Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.
 - l. "Scheduled Payment Date" is the day you want your Biller to receive your bill payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.
2. **Service Providers.** We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right under the Agreement to delegate to Service Providers all of the rights and performance obligations that we have under the Agreement, and that the Service Providers will be third party beneficiaries of the Agreement and will be entitled to all the rights and protections that the Agreement provides to us. Service Provider and certain other capitalized terms are defined in General Online Banking Terms and Conditions paragraph 1 (Definitions).
3. **Amendments.** We may amend the Agreement and any applicable fees and charges for the Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate the Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service's more recent revisions, updates, upgrades or enhancements.
4. **Our Relationship with You.** We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Service. We do not have control of, or liability for, any products or services that are paid for with our Service. We also do not guarantee the identity of any user of the Service (including but not limited to recipients to whom you send payments).
5. **Assignment.** You may not transfer or assign any rights or obligations you have under the Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign the Agreement or any right or obligation under the Agreement at any time to any party. We may

BILL PAY

The bill payment service (for purposes of these Bill Pay Terms, and the General Online Banking Terms and Conditions as they apply to these Bill Pay Terms, the "Service" or "Bill Pay") enables you to receive, view and pay bills from the site. If you are enrolled in Bill Pay, these Bill Pay Terms state the terms and conditions that apply when you use Bill Pay. These Bill Pay Terms are in addition to those terms and conditions that apply to any Accounts you have with us or any other services you obtain from us. To the extent that any of the terms set forth in the Bill Pay Terms conflict with other terms in the Agreement, the terms set forth below shall apply to the terms of Bill Pay. You must also follow all of our instructions and procedures applicable to the services covered by the Agreement.

1. **Definitions.** The following Definitions apply to Bill Pay.
- a. "ACH Network" means the funds transfer system, governed by the NACHA Rules, which provides funds transfer services to participating financial institutions.
 - b. "Affiliates" are companies related by common ownership or control.

also assign or delegate certain of our rights and responsibilities under the Agreement to independent contractors or other third parties.

6. **Notices to Us Regarding the Service.** Except as otherwise stated below, notice to us concerning the Site or the Service must be sent by postal mail to: Bell Bank, PO Box 10877, Fargo ND 58106-0877. We may also be reached at 800.450.1529 or 701.298.1539 during customer service hours for questions and other purposes concerning the Service. We will act on your telephone calls as described below in paragraph 22 (Errors and Questions), but such telephone calls will not constitute legal notices under this Agreement.
7. **Notices to You.** You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any Mobile Device number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their Mobile Devices. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in paragraph 6 (Notices to Us Regarding the Service) above. We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.
8. **Text Messages, Calls and/or Emails to You.** By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.
9. **Receipts and Transaction History.** You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.
10. **Your Privacy.** Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information. Our privacy policy can be viewed by clicking here: <https://www.bell.bank/Privacy-Policy>.
11. **Privacy of Others.** If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.
12. **Eligibility.** The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. By using the Service, you represent that you meet these requirements and that you agree to be bound by the Agreement.
13. **Prohibited Payments.** The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:
 - a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
 - b. Payments that violate any law, statute, ordinance or regulation; and
 - c. Payments that violate the Acceptable Use terms in paragraph 14 (Acceptable Use) below; and,
 - d. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a

crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; and

- e. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- f. Payments relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, equities, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing; (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges (including digital currencies such as bitcoin), or check cashing, or (6) provide credit repair or debt settlement services; and
- g. Tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us by the methods described in paragraph 6 (Notices to Us Regarding the Service) above of any violations of this paragraph or the Agreement generally.

14. **Acceptable Use.** You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in paragraph 6 (Notices to Us Regarding the Service) above of any violations of this paragraph or the Agreement generally.
15. **Payment Methods and Amounts.** There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time in our sole discretion. For certain Services, you may have the ability to log in to the Site to view your individual transaction limits. We or our Service Provider also reserves the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us, the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft check drawn against your Account.
16. **Your Liability for Unauthorized Transfers.** Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with customer care for the Service in the manner set forth in paragraph 6 (Notices to Us Regarding the Service) above. You acknowledge and agree that time is of the essence in such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your Account through which you access the Service has been lost or stolen, your liability is no more than

\$50.00 should someone access your Account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your Account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains payments that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will extend the time periods specified above to a reasonable period.

17. **Taxes.** It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.
18. **Failed or Returned Payment Instructions.** In using the Service, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:
 - a. You will reimburse us or our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
 - b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your Account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;
 - c. We and our Service Provider is authorized to report the facts concerning the return to any credit reporting agency.
19. **Address or Banking Changes.** It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Service, changes may be able to be made within the user interface of the Service or by contacting customer care for the Service as set forth in paragraph 6 (Notices to Us Regarding the Service) above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions or contact information.
20. **Information Authorization.** Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court

orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service. In addition, you agree that the Service reserves the right to obtain financial information regarding your Account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification). The following provisions in this paragraph apply to certain Services:

- a. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your Account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
 - b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.
21. **Service Termination, Cancellation or Suspension.** If you wish to cancel the Service, you may contact us as set forth in paragraph 6 (Notices to Us Regarding the Service) above. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.
 22. **Errors and Questions**
 - a. In case of errors or questions about your transactions, you should as soon as possible notify us via one of the following:
 - i. Contact Us at 701.298.1539 or 800.450.8949
 - ii. Contact Us by using the Application's e-messaging feature; and/or,
 - iii. Write Us at:

Bell Bank
P.O. Box 10877
Fargo, ND 58106-0877
 - b. If you think your periodic statement is incorrect or you need more information about a Service transaction listed on the periodic statement, we must hear from you no later than sixty (60) days after the FIRST periodic statement was sent to you on which the problem or error appears. You must:
 - i. Tell us your name and Account Number;
 - ii. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
 - iii. Tell us the dollar amount of the suspected error.

- c. If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your Account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.
23. **Intellectual Property.** All other marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.
24. **Links and Frames.** Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.
25. **Password and Security.** If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in paragraph 6 (Notices to Us Regarding the Service) above. See also paragraph 16 (Your Liability for Unauthorized Transfers) above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.
26. **Remedies.** If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this paragraph are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.
27. **Disputes.** In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement.
28. **Law and Forum for Disputes.** Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the applicable federal law and the laws of the State in which the Eligible Transaction Account is located, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our Account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under the Arbitration of Disputes section of this Agreement) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such claims or disputes unless said claim is submitted to arbitration under the Arbitration of Disputes section of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. TO THE EXTENT ALLOWED BY APPLICABLE LAW, Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates arising under this Agreement.
29. **Indemnification.** You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Service.
30. **Release.** You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.
31. **No Waiver.** We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.
32. **Exclusions of Warranties.** THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.
33. **Limitation of Liability.** THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND

CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN THE ARBITRATION OF DISPUTES SECTION OF THIS AGREEMENT AND 29 (LAW AND FORUM FOR DISPUTE) ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

34. **Complete Agreement, Severability, Captions, and Survival.** You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Service and the portion of the Site through which the Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of paragraphs in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Paragraphs 2, 5-7, 11, 17, 18, 23, and 26-35 of the Bill Pay Terms as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of this Agreement will prevail.

BILL PAY ADDITIONAL TERMS

35. **Payment Scheduling.** The earliest possible Scheduled Payment Date for each Biller will be designated within the portion of the Site through which the Service is offered when you are scheduling the payment. Therefore, the Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. Depending on the method of payment, your Eligible Transaction Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft check drawn on your Account, the draft

check arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Biller immediately deposits the draft check, your Eligible Transaction Account may be debited earlier than the Scheduled Payment Date.

36. **The Service Guarantee.** Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your Account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described in paragraph 36 (Payment Scheduling) above.
37. **Payment Authorization and Payment Remittance.**
- By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the Site. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.
 - When the Service receives a Payment Instruction, you authorize the Service to debit your Eligible Transaction Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Eligible Transaction Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.
 - The Service will attempt to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee (as described in paragraph 37 (The Service Guarantee) above) shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:
 - If, through no fault of the Service, your Eligible Transaction Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
 - The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
 - You have not provided the Service with the correct Eligible Transaction Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
 - Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.
 - Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Eligible Transaction Account or causes funds from your Eligible Transaction Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Eligible Transaction Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.
38. **Payment Cancellation Requests.** You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the portion of the Site through which the Service is offered. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.
39. **Stop Payment Requests.** The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact customer service as described in paragraph 22 (Errors and Questions). Although the Service will attempt to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

40. **Exception Payments Requests.** Exception Payments may be scheduled through the Service; however Exception Payments are discouraged and must be scheduled at your own risk. Except as required by applicable law, in no event shall we be liable for any claims or damages resulting from your scheduling of Exception Payments. The Service Guarantee does not apply to Exception Payments.
41. **Bill Delivery and Presentment.** The Service includes a feature that electronically presents you with electronic bills from select Billers. Electronic bills may not be available from all of your Billers. Electronic bills are provided as a convenience only, and you remain solely responsible for contacting your Billers directly if you do not receive their statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:
- a. **Presentation of electronic bills** – You will receive electronic bills from a Biller only if both: (a) you have designated it in the Service as one of your Billers, and (b) the Biller has arranged with our Service Provider to deliver electronic bills. The Service may then present you with electronic bills from that Biller if either: (1) you affirmatively elect online within the Service to receive electronic bills from the Biller, or (2) the Biller chooses to send you electronic bills on a temporary "trial basis." In either case, you can elect online within the Service to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. The Service does not include an option to prevent ever participating in the automatic trial electronic bill feature. When affirmatively electing to receive electronic bills from a particular Biller, you may be presented with terms from that Biller for your acceptance. We are not a party to such terms.
 - b. **Paper Copies of electronic bills** – If you start receiving electronic bills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. Check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis.
 - c. **Sharing Information with Billers** – You authorize us to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which we have identified as offering electronic bills for purposes of matching your identity on the Service's records and the Biller's records to (a) activate your affirmative request for electronic bills, and/or (b) confirm your eligibility for "trial basis" electronic bills.
 - d. **Information held by the Biller** - We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers, and email addresses, that is held by the Biller. Any changes will require you to contact the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller for purposes of the Biller matching your identity against its records or informing you about the Biller's services and/or bill information.
 - e. **Activation** - We will notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. While your electronic bill feature is being activated it is your responsibility to keep your Accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
 - f. **Authorization to obtain bill data** - You authorize us to obtain bill data from your Billers that you have requested to send you electronic bills, and from your Billers that wish to send you trial electronic bills. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
 - g. **Notification** - We will attempt to present all of your electronic bills promptly. In addition to notification within the Service, we may send an email notification to the email address listed for your Account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
 - h. **Cancellation of electronic bill notification** - The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your electronic Biller(s) as to the change in status of your Account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
 - i. **Non-Delivery of electronic bill(s)** - You agree to hold us harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
 - j. **Accuracy and dispute of electronic bill** - We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be directly addressed and resolved with the Biller by you.
- The Agreement does not alter your liability or obligations that currently exist between you and your Billers.
42. **Disclosure of Account Information to Third Parties.** It is our general policy to treat your Account information as confidential. However, we will disclose information to third parties about your Account or the transactions you make ONLY in the following situations pursuant to our Privacy Policy (as further described in paragraph 10 (Your Privacy) above, in addition to the circumstances set forth in paragraph 33 (Information Authorization):
- a. Where it is necessary for completing transactions;
 - b. Where it is necessary for activating additional services;
 - c. In order to verify the existence and condition of your Account to a third party, such as a credit bureau or Biller;
 - d. To a consumer reporting agency for research purposes only;
 - e. In order to comply with a governmental agency or court orders; or,
 - f. If you give us your written permission.
43. **Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Billing Account. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider. Paragraph 28 (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the Billing Account for such fees, as described in this paragraph, and there are insufficient funds in the Billing Account
44. **Biller Limitation.** The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. As required by applicable law, the Service will notify you promptly if it decides to refuse to pay a Biller designated by you.
45. **Returned Payments.** In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will attempt to research and correct the returned payment and return it to your Biller, or void the payment and credit your Eligible Transaction Account. You may receive notification from the Service.
46. **Information Authorization.** In addition to Section 20 of the General Terms (Information Authorization), you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

47. **Payment Methods.** In addition to the payment methods set forth in section 15 (Payment Methods and Amounts) in the General Terms, certain Service payments may be processed using a prepaid, single-use virtual card. Single use cards provide a fast and secure way for your payment to be delivered. Please note in the event your payment is processed using a virtual card, you will not recognize the payment method and/or card numbers on any payment confirmation you may receive from your Biller.

EXTERNAL TRANSFERS SERVICE

The external transfers service (for purposes of these External Transfers Service Terms, the "Service" or "External Transfers Service") enables you to transfer funds between your Accounts that you maintain with us on the one hand, and your Accounts that are maintained by other financial institutions, on the other hand. If you are enrolled in our External Transfers Service, the External Transfers Service Terms state the terms and conditions that apply when you use the External Transfers Service. These External Transfers Service Terms are in addition to those terms and conditions that apply to any Accounts you have with us or any other services you obtain from us. To the extent that any of the terms set forth in the External Transfers Service Terms conflict with other terms in this Agreement, the terms set forth below shall apply to the terms of the External Transfers Service. You must also follow all of our instructions and procedures applicable to the services covered by the Agreement.

1. **Definitions.** The following Definitions apply to the External Transfers Service.
 - a. "ACH Network" means the funds transfer system, governed by the NACHA Rules, which provides funds transfer services to participating financial institutions.
 - b. "Affiliates" are companies related by common ownership or control.
 - c. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
 - d. "Eligible Transaction Account" is a transaction account from which your transfers will be debited, your Service fees, if any, will be automatically debited, or to which transfers and credits to you will be credited, that is eligible for the Service. For the Service, an Eligible Transaction Account shall be limited to a checking, money market or savings account that you hold with us.
 - e. "External Account" is your Account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.
 - f. "Payment Instruction" is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.
 - g. "Payment Network" mean a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred
 - h. "Transfer Instruction" is specific information that you provide to the Service for a transfer of funds.
2. **Service Providers.** We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in General Online Banking Terms and Conditions paragraph 1 (Definitions).
3. **Amendments.** We may amend this Agreement and any applicable fees and charges for the Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service's more recent revisions, updates, upgrades or enhancements.
4. **Our Relationship With You.** We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Service. We do not have control of, or liability for, any products or services that are paid for with our Service. We also do not guarantee the identity of any user of the Service (including but not limited to recipients to whom you send payments).
5. **Assignment.** You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.
6. **Notices to Us Regarding the Service.** Except as otherwise stated below, notice to us concerning the Site or the Service must be sent by postal mail to: Bell Bank, PO Box 10877, Fargo ND 58106-0877. We may also be reached at 800-450-1529 or 701-298-1539 during customer service hours for questions and other purposes concerning the Service. We will act on your telephone calls as described below in paragraph 22 (Errors, Questions, and Complaints), but such telephone calls will not constitute legal notices under this Agreement.
7. **Notices to You.** You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any Mobile Device number that you have provided us, including but not limited to the Mobile Device number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their Mobile Devices. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in paragraph 6 (Notices to Us Regarding the Service) above. We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.
8. **Text Messages, Calls and/or Emails to You.** By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.
9. **Receipts and Transaction History.** You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.
10. **Your Privacy.** Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information. Our privacy policy can be viewed by clicking here: <https://www.bell.bank/Privacy-Policy>.
11. **Privacy of Others.** If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.
12. **Eligibility.** The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.
13. **Prohibited Payments.** The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Payments that violate any law, statute, ordinance or regulation; and
- c. Payments that violate the Acceptable Use terms in paragraph 14 (Acceptable Use) below; and
- d. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
- e. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- f. Payments relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, equities, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges (including digital currencies such as bitcoin), or check cashing, or (6) provide credit repair or debt settlement services; and
- g. Tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us by the methods described in paragraph 6 (Notices to Us Regarding the Service) above of any violations of this paragraph or the Agreement generally.

14. **Acceptable Use.** You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in paragraph 6 (Notices to Us Regarding the Service) above of any violations of this paragraph or the Agreement generally.
15. **Payment Methods and Amounts.** There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time in our sole discretion. For certain Services, you may have the ability to log

in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft check drawn against your Account.

16. **Your Liability for Unauthorized Transfers.** Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with customer care for the Service in the manner set forth in paragraph 6 (Notices to Us Regarding the Service) above. You acknowledge and agree that time is of the essence in such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your Account through which you access the Service has been lost or stolen, your liability is no more than \$50.00 should someone access your Account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your Account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains payments that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will extend the time periods specified above to a reasonable period.
17. **Taxes.** It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.
18. **Failed or Returned Payment Instructions.** In using the Service, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:
- a. You will reimburse our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
 - b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your Account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;
 - c. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.
19. **Address or Banking Changes.** It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Service, changes may be able to be made within the user interface of the Service or by contacting customer care for the Service as set forth in paragraph 6 (Notices to Us Regarding the Service) above. We are not responsible for any payment processing errors or fees incurred if you

do not provide accurate Eligible Transaction Account, Payment Instructions or contact information.

20. **Information Authorization.** Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service. The following provisions in this paragraph apply to certain Services:
- a. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your Account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
- b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.
21. **Service Termination, Cancellation, or Suspension.** If you wish to cancel the Service, you may contact us as set forth in paragraph 6 (Notices to Us Regarding the Service) above. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.
22. **Errors, Questions, and Complaints.**
- a. In case of errors or questions about your transactions, you should as soon as possible notify us via one of the following:
- Contact Us at 701.298.1539 or 800.450.8949
 - Contact Us by using the Application's e-messaging feature; and/or,
 - Write Us at:
Bell Bank
P.O. Box 10877
Fargo, ND 58106-0877
- b. If you think your periodic statement is incorrect or you need more information about a Service transaction listed on the periodic statement, we must hear from you no later than sixty (60) days after the FIRST periodic statement was sent to you on which the problem or error appears. You must:
- Tell us your name and Account Number;
 - Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
 - Tell us the dollar amount of the suspected error.
- c. If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your Account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.
23. **Intellectual Property.** All other marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.
24. **Links and Frames.** Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also

may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

25. **Password and Security.** If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in paragraph 6 (Notices to Us Regarding the Service) above. See also paragraph 16 (Your Liability for Unauthorized Transfers) above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.
26. **Remedies.** If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this paragraph 26 are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.
27. **Disputes.** In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement.
28. **Law and Forum for Disputes.** Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the applicable federal law and the laws of the State in which the Eligible Transaction Account is located, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under the Arbitration of Disputes section of this Agreement) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such claims or disputes unless said claim is submitted to arbitration under the Arbitration of Disputes section of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. BOTH PARTIES AGREE TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF ANY DISPUTE OR CLAIM BETWEEN THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING UNDER THIS AGREEMENT.
29. **Indemnification.** You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Service.
30. **Release.** You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.
31. **No Waiver.** We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.
32. **Exclusions of Warranties.** THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.
33. **Limitation of Liability.** THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN THE ARBITRATION OF DISPUTES SECTION OF THIS AGREEMENT AND 29 (LAW AND FORUM FOR DISPUTES) ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
34. **Complete Agreement, Severability, Captions, and Survival.** You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Service and the portion of the Site through which the Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of paragraphs in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Paragraphs 2, 5-7, 11, 17, 18, 23, and 26-35 of the External Transfers Service Terms, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

EXTERNAL TRANSFERS SERVICE ADDITIONAL TERMS

35. Authorization and Processing.

- a. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.
- b. You may initiate (1) a one-time Transfer Instruction for which processing shall be initiated immediately, (2) a one-time Transfer Instruction for which processing shall be initiated at a later specified date up to one (1) year, and (3) a recurring series of Transfer Instructions for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in paragraph (Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in paragraph (Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds. Transfers may be delayed or blocked to prevent fraud or comply with regulatory requirements. If we delay or block a Transfer Instruction that you have initiated, we will notify you in accordance with your user preferences (i.e. email, push notification).
- c. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
 - i. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
 - ii. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
 - iii. The transfer is refused as described in paragraph 41 (Refused Transfers) below;
 - iv. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,
 - v. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
- d. It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

36. **Transfer Methods and Amounts.** Paragraph 15 (Payment Methods and Amounts) applies to the Service, even in circumstances where the External Account is closed and we are attempting to return funds to such Account.

37. **Transfer Cancellation Requests.** You may cancel a transfer at any time until it begins processing (as shown in the Service).

38. **Stop Payment Requests.** If you desire to stop any transfer that has already been processed, you must contact customer care for the Service pursuant to paragraph 22 (Errors, Questions and Complaints). Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

39. **Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Paragraph 18 (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the External Account for such fees, as described in this paragraph, and there are insufficient fees in the External Account; Paragraph 18 (Failed Or Returned Payment Instructions) should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

40. **Refused Transfers.** We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.

41. **Returned or Failed Transfers.** In using the Service, you understand transfers may be returned for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, failed, or denied transfer to your Account that we debited for the funds transfer or use other reasonable efforts to return such transfer to you as permitted by law. In certain cases, we may require you to contact us or the financial institution for your External Account to initiate a request to receive such funds. You may receive notification from us.

EXTERNAL LOAN PAYMENT SERVICE

If you are enrolled in our External Loan Payment Service, this section states the terms and conditions that apply. These terms and conditions are in addition to those that apply to any Accounts you have with us or any other services you obtain from us. To the extent that any of the terms set forth in this section conflict with other terms in the Agreement, the terms set forth below shall apply to the terms of External Loan Payments. You must also follow all of our instructions and procedures applicable to the services covered by the Agreement.

1. **Definitions.** The following Definitions apply to the External Loan Payment Service.

- a. "External Account" is your Personal Account (including checking, money market, or savings) at another financial institution from which you are transferring funds to your Loan Account.
- b. "External Loan Payment" shall mean a draft from an External Account to pay a Loan Account at the Bank.
- c. "Loan Account" shall mean any loan account maintained by us which is enrolled in Online Banking.
- d. "Payment Instruction" is the information provided by you to the Service for an External Loan Payment (such as, but not limited to, External Account number, External Loan Payment amount, Loan Account number, and applicable routing numbers).
- e. "Service" means the External Loan Payment Service offered by Bank.

2. **Description of Services.** This Service enables you to make External Loan Payments. Once your Loan Account with us has terminated for any reason, you will have no further right to access or use the Service. Any customer who is authorized to view Loan Accounts using Online Banking is eligible for this Service.

3. **Transaction Limits.** We have the right, at any time, to set dollar limits on daily and monthly transactions. If you attempt to initiate an External Loan Payment in excess of these limits, the System will not allow you the ability to continue. If the due date for your transfer falls on a weekend or a holiday, your transaction will begin processing the next Business Day. You understand that External Loan Payments scheduled for the same day or next day may still take 2-3 Business Days to process and any transactions submitted after 7:00 PM CST may begin processing the following Business Day.

4. **Eligible Items.** You are able to submit External Loan Payments to any Loan Account, with deposit (payment) permissions, visible within your Online Banking. Payment Instructions must have a validated account routing number and full account number when submitting the External Loan Payment.

5. **Termination.** We offer this Service as an added convenience to you. We have the right to terminate this Service with no prior written notice in our sole discretion. We may terminate this Service based on, but not limited to, insufficient funds or returned items via the Federal Reserve Bank or your financial institution.

6. **Receipt of Deposit.** Any confirmation from us that we have received External Loan Payment files does not mean that the file contain no errors. We are not responsible for any External Loan Payment files that we do not receive. Following receipt, we will process the payment by processing the External Loan Payment files per the Payment Instructions. Bell Bank reserves the right, at our sole and absolute discretion, to reject any file for External Loan Payment into your Loan Account.

7. **Returned Payments.** Any credit to your Loan Account is provisional. If the original External Loan Payment is dishonored, rejected or otherwise returned by the receiving bank for payment or are rejected or returned by the collecting bank that is obtaining the draft payment, for any reason, including, but not limited to, issues relating to debiting funds, you agree that the provisional credit to the Loan Account will be reversed. You will reimburse us for all loss, cost, or expense caused by or relating to the processing of the returned item. If there are insufficient funds in the External Account when an External Loan Payment is attempted, the System will not re-attempt the External Loan Payment.

8. **Your Warranties.** You make the following warranties and representations with respect to each External Loan Payment:

- a. Each External Account and Loan Account is a valid account;
- b. The Payment Instructions, including, but not limited to, the amount of the External Loan Payment, are accurate; and
- c. You are an authorized signer on the External Account you have provided to us.

In addition, you are deemed to make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule.

9. **Compliance with Law.** You will use this System and Service for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for External Loan Payments and in accordance with applicable laws, rules and regulations.

10. **External Loan Payment Unavailability.** The Service may be unavailable temporarily due to system maintenance or technical difficulties, including those of the internet service provider, cellular service provider and internet software. In the event that External Loan Payment is unavailable, you may make a payment at our banking offices during regular banking hours.

11. **Your Indemnification Obligation.** You understand and agree that you are required to indemnify us and hold us and our affiliates, officers, employees and agents, officers, employees, and agents harmless against any and all claims, suits, proceedings, actions, demands, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Service and/or breach of this Agreement. You understand and agree that you are also required to indemnify our Service Providers, and hold harmless its affiliates, officers, employees and agents, officers, employees, and agents, from and against any third party claims, suits, proceedings, actions demands, liabilities, costs, and expenses, including to 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 the Bank or your use of the Service or Applications, unless such claim directly results from an action or omission made in bad faith. You understand and agree that this paragraph shall survive the termination of the Service or this Agreement.

12. **DISCLAIMER OF WARRANTIES.** YOU AGREE THAT YOUR USE OF THE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF

THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY OF THE 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 THE SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. 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 THE SERVICE, 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.

13. **Financial Information.** You must inform us immediately of such items as, but not limited to; your Online Banking credentials may have been compromised, any unauthorized or fraudulent items have posted to your Loan Accounts.

To contact the Bank for the above inquires, contact customer service at:

Bell Bank
PO Box 10877

Fargo, ND 58106-0877

Phone: 800-450-8949 or 701.298-1539

You agree to provide us any financial information we reasonably request during the term of this Agreement. You authorize us to review your history from time to time.

14. **Authorization.** Using the information provided within the Service; I hereby authorize Bell Bank, to electronically debit my External Account, (and if necessary, to electronically credit my External Account to correct erroneous debits) at the financial institution provided in order to make an External Loan Payment on my Loan Account as specified.

MOBILE BANKING SERVICES

These terms and conditions are in addition to those that apply to any Accounts you have with us or any other Services you obtain from us. You must also follow all of our instructions and procedures applicable to the Services covered by the Agreement.

1. **Definitions.** For purposes of Mobile Banking Service, the following terms shall have the definitions assigned to them:

- a. "Alert" or "Alerts" shall mean the notification of Account information or events delivered via email, SMS or telephone.
- b. "Bell Bank Mobile App" or "Mobile App" shall mean the downloadable application for a Mobile Device.

2. **Participating Carriers.** Our participating carriers include (but are not limited to) AT & T, T-Mobile®, U.S. Cellular®, and Verizon Wireless.

3. **Description of Mobile Services.** Mobile Services allows you to perform several functions from your Mobile Device. The availability of Services and features may differ for Account based on being an Account Owner. Where available, you may use Mobile Services to:

- a. Transfer funds between Accounts;
- b. Obtain Account balances and transaction information for Accounts;
- c. Send and receive Secure Messages
- d. View Periodic Statements
- e. Receive Alerts on Accounts; and,
- f. Utilize other features as we establish from time-to-time.

These features are limited to the extent, and subject to the terms, noted below:

- g. Your ability to transfer funds between certain deposit accounts is limited by federal law and the Deposit Agreement; and,

- h. Your ability to use Services to pay bills to Billers, transfer funds between Accounts at other Financial Institutions, and use other Services provided by us from Mobile Device.
4. **General Information.**
- a. We offer you access to your account information (e.g., for checking balances and last transactions) over Mobile Services, as well as the option to set up alerts for Accounts (e.g., low balance alerts). We also offer additional mobile banking functions like Bill Pay and transfers to customers using Mobile Services. Enrollment requires identification of your banking relationship with us as well as providing a Mobile Device number. Additionally, you may select the type of alerts and other preferences which will determine the frequency of alerts delivered to you. Standard messaging charges apply.
- b. For questions regarding our Mobile Services, contact us at 800.450.1529 or 701.298.1539.
- c. To stop text messages from being delivered to your Mobile Device, send a "STOP" text message to the Short Code 226563. You may also contact us to cancel your Text Banking.
5. **Accessibility**
- a. Text Banking requires a text-enabled Mobile Device. You do not need Internet access on your Mobile Device to use Text Banking. Internet access is required to utilize Mobile Browser Banking and Mobile App.
- b. We may develop additional Mobile Services. As additional Mobile Services are developed, you will have the opportunity to add them to Mobile Banking, provided you have compatible wireless hardware and software.
- c. To use Mobile Services, you must be enrolled in Online Banking. Within Mobile Services, you will have access to all of the Accounts you see within Online Banking. We reserve the right to deny access to an Account. Accounts will only be enrolled in Mobile Services to the extent they contain at least one common owner.
- d. You are responsible for the purchase, maintenance and Mobile Device relationship, including fees associated with the operation of your Mobile Device. We are not responsible for any errors or failures from any malfunction of your Mobile Device or the Mobile Device Service.
6. **Charges.** We will not charge you for viewing accounts, transferring funds, or viewing transaction history. We reserve the right to charge fees in the future and such fees will be subject to change. Your Account(s) are still subject to the fees, charges, balance requirements, etc. articulated in the "Service Charges" and "Understanding Your Deposit Account" brochures. In addition, message, data, and other rates may apply. Refer to your Mobile Device carrier for details.
7. **Your Responsibilities.**
- a. You agree not to use Mobile Services to conduct any business or activity or solicit the performance of any activity that is prohibited by law or any contractual provision by which you are bound with any person. You agree to comply with all applicable laws, rules, and regulations in connection with Mobile Services.
- b. You agree to promptly notify us in the event you lose, change, or destroy the Mobile Device whose number is registered with Mobile Services.
- c. You shall not to use any personally-identifiable information when providing shortcuts or creating nicknames to Accounts.
8. **Limited Liability for Use of the Bank's Mobile Services.** We and your mobile service provider cannot make any representation or warranty that you will have continuous or uninterrupted access to Mobile Services or any of its content or function or that any of the features of Mobile Services will be error-free. The Mobile Banking Service is provided to you "as is" and "as available." We and your mobile service provider make no representation or warranty relating to Mobile Services (including, without limitation, its performance, availability, contents, or functions) or any advertisements or websites in connection with that Service. Your sole and exclusive remedy for any failure or non-performance of Mobile Services shall be for us to use commercially reasonable efforts to perform an adjustment or repair of Mobile Services. You understand that there are risks associated with using a Mobile Device and that in the event of theft or loss; your confidential information could be compromised. In no event will we or any of our officers, directors, shareholders, parents, subsidiaries, affiliates, agents, licensors or third party service providers be liable for any consequential (including, without limitation, loss of data, files, profit, or goodwill or the costs of procurement of substitute of goods or Mobile Services), indirect, incidental, special or punitive damages arising out of or in connection with your use of the Mobile Services. We make no representation or warranties regarding the accuracy, functionality or performance of Mobile Services or any software that may be used in connection with Mobile Services. We disclaim any express or implied warranties, including any warranties of merchantability, fitness for a particular purpose or error-free operation.
9. **Indemnification.** You agree to indemnify, defend, and hold us and our affiliates, officers, directors, employees, consultants, agents, Mobile service providers and licensors harmless from any and all third party claims, liability, damages and/or costs (including, but not limited to, reasonable attorneys' fees) arising from (a) a third party claim, action or allegation of infringement, misuse or misappropriation based on information, data, files or other materials submitted by you to us and our Mobile Services; (b) any fraud, manipulation or other breach of the Terms of the Agreement by you; (c) any third party claim, action or allegation brought against us arising out of or relating to a dispute with you over the terms and conditions of the Agreement or related to the purchase or sale of any goods or our Mobile Services; (d) your violation of any law or rights of a third party; (e) your use or the provision of our Mobile Services or use of your Account by any third party; and, (f) damages that result from misuse or loss of your Mobile Device or misuse of our Mobile Services. We reserve the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate at your expense with us in asserting any available defenses. You will not settle any action or claim on our behalf without our prior written consent.
10. **Liability for Transactions Covered by Regulation E (Consumer Accounts).**
- a. Tell us immediately if you believe your Online Banking ID or password has been lost or stolen, or if you believe an electronic fund transfer has been made without your permission. Contacting us by telephone is the best way of keeping your possible losses down. You could lose all the money in your Account(s), plus your maximum overdraft line of credit, if any. If you tell us within two (2) Business Days after you learn of the loss or theft of your Online Banking ID or password, you can lose no more than \$50.00, if someone uses your Online Banking ID or password without your permission.
- b. If you do not tell us within two (2) Business Days after you learn of the loss or theft of your Online Banking ID or password and we can prove we could have stopped someone from using your Online Banking ID and password without your permission if you had told us, you could lose as much as \$500.00.
- c. Also, should your statement show transfers that you did not make, including those made through Online Banking or Mobile Services, or other means, tell us immediately. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any of the money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us timely. If a valid reason (such as a long trip or a hospital stay) kept you from telling us, we may, at our option, extend the time periods.
- d. You agree to assist us in our efforts to recover any funds that were transferred or paid without your permission or consent.
11. **Contact in Event of Unauthorized Transfer.** If you believe your Online Banking ID or password has been lost or stolen, someone has attempted to use Mobile Services without your consent, your Account(s) have been accessed or someone has transferred money without your permission, you must notify us immediately by telephone or by visiting a branch. If you lose or forget your Online Banking or Mobile Banking ID or password, contact us immediately so that you may select a new confidential Online Banking ID and password.
12. **Unauthorized Transactions and Notice of Errors (Consumer Accounts).**
- a. In case of errors or questions about your Electronic Transfers or if you think your statement is wrong or if you need more information about a transfer listed on the statement, telephone us at 800.450.8949 ext.1539 or 701.298.1539 or write: Bell Bank, PO Box 10877, Fargo ND 58106-0877, as soon as you can. We must be notified by you no later than sixty (60) days after we sent the first (1st) statement on which the problem or error appeared.
- b. You will need to tell us:
- i. Your name and account number;

- ii. Describe the error or transfer in question and explain, as clearly as you can, why you believe it is an error or why you need more information; and,
 - iii. The dollar amount of the suspected error and approximately when the error took place.
- c. If you tell us orally, we may require that you send your complaint or question in writing to us within ten (10) Business Days.
 - d. 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 (ninety (90) days for errors or questions involving a transaction initiated outside of the United States or at a point-of-sale terminal or for new accounts) to investigate your complaint or question. If we decide to investigate your complaint or question, we will credit your Account within ten (10) Business Days (twenty (20) days for new accounts) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not credit your Account.
 - e. We will tell you 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.
13. **Financial Institution's Liability.** If we do not complete a payment or transfer on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are exceptions. We will not be liable for:
- a. If, through no fault of ours, you do not have enough available money in the Account from which a payment or transfer is to be made, or if the Account has been closed or is not in good standing, or if we reverse a payment or transfer because of insufficient funds, or if any payment or transfer would go over the credit limit of any Account;
 - b. If your equipment or ours was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction;
 - c. If you have not given us complete, correct or current account numbers or other identifying information so that we can properly credit your Account or otherwise complete the transaction, or if you do not properly follow our instructions, or if you provide us with wrong or inaccurate information or fail to correct or tell us about any inaccuracy of which you are aware.
 - d. If you do not instruct us soon enough for your payment or transfer to be received and credited by the time it is due;
 - e. If the money in the Account from which a payment or transfer is to be made is subject to legal process or if other claims restrict the transaction, or if circumstance or persons beyond our control prevent, delay, intercept or alter the transaction, despite reasonable precautions that we have taken;
 - f. If the failure was caused by a fire, or other catastrophe, or by an electrical or computer failure or by other causes beyond our control, or if we have a reason to believe that the transaction requested is unauthorized; and,
 - g. For incidental or consequential damages.
14. **Privacy and User Information.** You acknowledge that in connection with your use of the Services, we and our affiliates and service providers, and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Services or software (collectively "User Information"). We and our affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver the Services and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. We and our affiliates and service providers also reserve the right to monitor use of the Services and software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.
15. **Restrictions on Use.** You agree not to use the Services and Software in, or for, any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use the Services and software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by us (in our sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm our reputation or any third-party service provider involved in the provision of the Services; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or Services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose us, or any third-party service provider involved in providing the Services, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or any third party. You agree that you will not attempt to: (a) access any software or Services for which your use has not been authorized; (b) use or attempt to use a third party's account; (c) interfere in any manner the provision of the Services or software, the security of the Services or software, or other customers of the Services or software; or (d) otherwise abuse the Services or software.

MOBILE REMOTE DEPOSIT CAPTURE

You agree that Mobile Remote Deposit Capture using Remote Deposit Capture System and Mobile Services shall be governed by these terms and conditions and other relevant terms of the agreement(s) governing Account into which checks are deposited (including, but not limited to, our "Understanding Your Deposit Account," "Service Charges" and "Electronic Funds Transfer" brochures), and that we may change or discontinue the terms and conditions for Mobile Remote Deposit Capture at any time.

1. **Definitions.** For the purposes of Mobile Remote Deposit Capture, the following terms shall have the definitions assigned to them:
- a. "Check Image" shall mean an electronic image of an original paper check that is created by you, us or another bank or depository institution in the check collection system.
 - b. "Check Image Metadata" shall mean information about the Check Image, as well as pointers to the actual image data (also known as image tags).
 - c. "Customer System" shall mean the computer hardware, software and web-based applications located at your site that is used by you to prepare Electronic Deposits and to access Mobile Remote Deposit Capture.
 - d. "Electronic Deposit" shall mean electronic information (including Check Images, Check Image Metadata, MICR Data, or dollar amount information), obtained from capturing information from an original paper check, that is transmitted to us for deposit, processing and collection.
 - e. "Items" shall mean checks, money orders, traveler's checks, and cashier's checks scanned for Mobile Remote Deposit Capture or otherwise into Account.
 - f. "MICR Data" shall mean information from the Magnetic Ink Character Recognition stylized printing on the bottom of checks comprising of routing, transit, account and check serial numbers.

- g. "Mobile Remote Deposit Capture" or "Mobile Check Deposit" shall mean the remote deposit capture service governed by the Agreement that allows you to receive a check to deposit electronically at Bank.
- h. "Post-dated Check" shall mean a paper check that is made payable at some point in the future.
- i. "Remote Deposit Capture System" shall mean Bank's our computer systems and databases that you may access in order to use Mobile Remote Deposit Capture.
- j. "Substitute Check" shall mean a paper reproduction of an original paper check that meets the definition of a "substitute check" in the "Check Collection for the 21 Century Act as implemented by Regulation CC of the Federal Reserve Board.

- ix. Deposits which exceed your per check or daily limit.

The above list is not meant to be exhaustive.

- d. You agree to restrictively endorse each paper check and ensure all other necessary endorsements are obtained prior to capturing Check Images for transmission to us by including the words, "Bell Mobile Deposit," on the back of the paper check, below the endorsement.

6. Capture of Checks and Check Information

- a. You shall be responsible for accurately capturing an image of each paper check and the correct dollar amount of the check into the System. In the event the condition of a paper check precludes a complete automated read, you shall be responsible for visually inspecting the check. You shall be responsible for the inspection of all Check Images to ensure the legibility of the Check Image (including without limitation the dollar amount and signature of the person who signed the check (the "drawer").
- b. You agree to ensure that any and all information on a paper check is accurately captured and legible in the resulting Check Image and otherwise complies with any Check Image quality standards and guidelines that may be established by ANSI, ECCHO Rules, the Federal Reserve, other applicable regulatory agency or clearinghouse, or that we may provide to you from time to time.
- c. You acknowledge that current image technology may not capture all security features (e.g. watermarks) contained in the original paper checks, and agree to assume any and all losses resulting from claims based on security features that do not survive the image process.
- d. You further acknowledge that we do not verify the accuracy, legibility or quality of the Check Image or MICR Data prior to processing an Electronic Deposit. We may, in our sole discretion, reject, repair, alter, amend, reformat or convert the Check Image Metadata or MICR Data submitted in an Electronic Deposit in accordance with general check, but we shall have no obligation to reject, repair, alter, amend, re-format or convert the Check Image Metadata or MICR Data. If we require that you comply with certain formatting standards or other guidelines when submitting Electronic Deposits and you decline to implement, or comply with such standards or guidelines, you acknowledge that we shall not be liable for any error or loss that results from our processing such Electronic Deposit or from our re-formatting or conversion of Electronic Deposit prior to processing.
- e. We shall not be liable to you for failure to process an Electronic Deposit, or any error that results in processing or collecting an Electronic Deposit, including, without limitation:
 - i. For which you have not provided us with full and correct MICR Data and dollar amount from the original paper check;
 - ii. For which you have not provided an accurate and legible image of the original paper check;
 - iii. For which you have failed to comply with formatting standards or other guidelines required by us; or,
 - iv. For which would violate the Agreement.

- 2. **Mobile Remote Deposit Capture** provides you with the option of making Electronic Deposits to Accounts through a Mobile Device.
- 3. **Processing Options.** As part of Mobile Remote Deposit Capture, checks may be processed as Check Image You capture and convert checks received into Check Images and transmit to us for processing and collection. We will collect such Check Images through the check collection system by presenting or exchanging Check Images or using Check Images to create Substitute Checks for collection.
- 4. **Mobile Remote Deposit Capture Requirements** You shall at all times maintain Account with us.
- 5. **Determination of Items Eligible for Mobile Remote Deposit Capture**
 - a. We shall have no liability to you or any other person in the event that your Electronic Deposit is processed as, or converted by us, to a Check Image or Substitute Check.
 - b. Only a draft, payable on demand, and drawn on or payable through or at an office of a bank, is eligible for deposit as a Check Image. Without limiting the generality of the preceding sentence, the following items are not eligible for deposit as Check Images under Mobile Remote Deposit Capture, and you must deposit these original paper checks with us for collection:
 - i. Checks, including travelers checks, that are drawn on banks located outside of the United States;
 - ii. Checks payable in a medium other than U.S. dollars;
 - iii. Non-cash items (as defined under Section 229.2(u) of Federal Reserve's Regulation CC);
 - iv. Promissory notes and similar obligations, such as savings bonds;
 - v. Third party checks;
 - vi. Substitute Checks; and,
 - vii. Any other class of checks or drafts as identified by us to you from time to time.
 - c. You agree not to use Mobile Remote Deposit Capture to take pictures of and deposit any paper checks or other items as shown below which shall be considered ineligible items:
 - i. Checks or Items payable to any person or Entity other than yourself;
 - ii. Checks made payable to another party, and you attempt to deposit into a Personal Account or different Entity;
 - iii. Checks or items containing an alteration to any of the fields on the front of the paper check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by Account Owner on which the check or item is drawn;
 - iv. Checks that have been previously negotiated, including through Remote Deposit Capture System;
 - v. Items that have been previously submitted through the a service offered at another financial institution;
 - vi. Items dated more than six (6) months prior to the date of the deposit;
 - vii. Post-dated Checks;
 - viii. Checks with any endorsement on the back other than that specified in the Agreement;

7. Upload of Electronic Deposit to Us

- a. An Electronic Deposit is received when the entire Electronic Deposit transmission in which that Electronic Deposit is contained is received by us in accordance with section 6, above. If only a portion of that Electronic Deposit transmission is received by us for any reason, including and without limitation, a failure during the transmission to us, the Electronic Deposit transmission deemed to have not been received by us.
- b. We will process Electronic Deposit transmission received from you via Check Image collection only.
- c. Electronic Deposits received will post to Account within one (1) Business Day.

- 8. **Collection of Check Images.** Notwithstanding anything to the contrary in the Agreement, we may in our sole discretion determine the manner in which we will seek to collect a Check Image deposited by you. Without limiting the generality of the preceding sentence, we may, at our option: (i) present or transfer the Check Image to the paying bank, a Federal Reserve bank, image share/exchange network, or other collecting bank; (ii) create a Substitute Check from the Check Image and collect the Substitute Check; or (iii) request that you provide to us the

original paper check from which the Check Image was created and then collect the original paper check.

9. **Returns.** You agree that we may charge Account for any and all returned items, including a returned Check Image.
10. **Re-presentation of Returns.** In the event we, in our sole discretion, determine that it requires the original paper check for re-presentation in order to collect a returned Check Image, you shall be responsible for providing to us the original paper check, or if the original paper check has been destroyed, for obtaining a replacement check.
11. **Items or Images Received for Deposit.** We reserve the right to reject any deposit (as an Electronic Deposit or otherwise) for any reason. We will notify you of the rejection of any deposit.
12. **Retention and Destruction of Original Paper Checks.** You agree to prominently mark Item as "Electronically Presented" or "VOID" and to properly dispose of Item after fourteen (14) Calendar Days to ensure that it is not re-presented for payment. You agree never to re-present Item. You will provide any retained Item, or a sufficient copy of the front and back of Item, to us as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any Item, or for our audit purposes.
13. **Representations and Warranties.** With respect to each Check Image or Electronic Deposit that you transmit to us, you are deemed to make any representation or warranty that would have applied had you deposited the original paper check. In addition you are deemed to make to us any representation or warranty that we make, under applicable law, clearinghouse rule, Federal Reserve Operating Circular, bi-lateral agreement or otherwise, to any person (including without limitation a collecting bank, a Federal Reserve bank, a Receiving Depository Financial Institution, a paying bank, a returning bank, the drawee, the drawer, any endorser, or any other transferee) when we transfer, present or originate the Electronic Deposit or Check Image, or a Substitute Check created from that Check Image. These representations and warranties include but are not limited to, that: (a) the transmissions contain accurate images of the front and back of the original checks; (b) the transmissions contain all necessary endorsements up until the original checks are imaged; and (c) no depository bank, drawee, drawer, or endorser will be asked to make a payment based on an item that it has already paid.
14. **Your Responsibility.** With respect to each Check Image or Electronic Deposit that you transmit to us, you shall indemnify and hold us harmless from and against any and all claims, demands, damages, losses, liabilities, penalties and expenses (including, without limitation, reasonable attorney fees and court costs at trial or on appeal) arising directly or indirectly:
 - a. From breach of a representation or warranty as set forth in section 13 above;
 - b. As a result of any act or omission in the capturing, creation or transmission of the Check Image or Electronic Deposit, including without limitation the encoding of the MICR Data from the original paper check;
 - c. From any duplicate, fraudulent or unauthorized check, Check Image or Substitute Check;
 - d. For any loss caused by our acceptance or creation of a Check Image instead of presentment of the original paper check; or,
 - e. From any other act or omission arising out of our action or inaction taken pursuant to any request by you or pursuant to the Agreement. This section 14 shall survive termination of the Agreement.
15. **Limited Use.** You may use Mobile Remote Deposit Capture and the Remote Deposit Capture System for personal use for as long as we in our sole discretion provides the Service. You and Account Owner acknowledge the risks associated with such use and agree to indemnify us for any losses resulting therefrom.
16. **Rules Applicable to Collection of Checks.** You acknowledge and agree that a Check Image may, in the sole discretion of us, be collected through one or more check clearinghouses, one or more Federal Reserve banks, or an agreement with another financial institution or image share/exchange network. In such cases, the Check Image is subject to the rules of that clearinghouse, Federal Reserve banks, or image share/exchange network or financial institution agreement.
17. **Accuracy and Timeliness of Mobile Remote Deposit Capture.** We will use reasonable efforts to provide Mobile Remote Deposit Capture in a prompt fashion, but shall not be liable for temporary failure to provide Mobile Remote Deposit Capture in a timely manner. In such event, you shall be responsible for

carrying out banking business through alternative channels. We shall not be liable for any inaccurate or incomplete information with respect to transactions which have not been completely processed or posted to our deposit or payments system prior to being made available pursuant to Mobile Remote Deposit Capture. Information with respect to all transactions is provided solely for your convenience, and you shall have no recourse to us as to use of such information.

18. **Security Procedures.** You shall comply with all security procedures for Mobile Remote Deposit Capture that are established by us or set forth in any written user requirements communicated to you. You are solely responsible for (i) maintaining your own security procedures, (ii) safeguarding the security and confidentiality of Check Images, Check Image Metadata and other information that is either printed from, stored on, or downloaded to, the System, Remote Deposit Capture, or other computer/data systems or portable media; and, (iii) preventing errors or unauthorized access to the System or the Remote Deposit Capture.

Manage Debit Card

The Manage Debit Card feature is offered by Bell Bank (referred to herein as "Bell", "us", "we", or "our") for use by Bell Bank cardholders. Bell Bank's Manage Debit Card feature is intended to allow You to initiate certain payment card related activities for Your enrolled Bell Bank card(s) via the Manage Debit Card service. Those activities may include the ability to but not limited to:

- Register the card
- Activate and deactivate the card
- Set control preferences for card usage including location, transaction, and merchant types, spend limits, and card on/off ("Controls")
- Set alert preferences for card usage including location, transaction, and merchant types, spend limits, and declined purchases ("Alerts")
- View transaction history including cleansed and enriched merchant information (e.g. merchant name, address, and contact information)
- Report Your card as lost or stolen
- Review Your spending by merchant type and/or by month
- View a list of merchants storing Your card information for recurring or card on-file payments.

The Manage Debit Card feature may enable access to Bell Bank and third parties' services and web sites, including GPS locator websites, such as Google. Use of such services may require internet access and that You accept additional terms and conditions applicable thereto, including with respect to Google maps, those terms and conditions of use found at http://maps.google.com/help/terms_maps.html and the Google Legal Notices found at https://www.google.com/help/legalnotices_maps/, or such other URLs as may be updated by Google. To the extent the Manage Debit Card feature allows You to access third party services, Bell Bank and those third parties, as applicable, reserve the right to change, suspend, remove, limit, or disable access to any of those services at any time without notice and without liability to You.

You agree to allow us to communicate with You via push notification, SMS and/or email, with respect to the activities performed via the Manage Debit Card feature. Data fees may be imposed by Your mobile provider for the transmission and receipt of messages and Alerts.

Bell Bank reserves the right to send administrative and service notifications via emails and/or SMS messages to the email address and/or phone number provided upon enrollment in Bell Bank's Manage Debit Card feature.

MANAGE DEBIT CARD ADDITIONAL TERMS

1. **Availability/Interruption.** You acknowledge that the actual time between occurrence of an event ("Event") triggering a selected Control or Alert and the time the notification of such event is sent to Your mobile device ("Notification") is dependent on a number of factors including, without limitation, Your wireless service and coverage within the area in failures, or face other transmission problems. Similarly, selection of Controls and Alerts (collectively, "Commands") are likewise affected by the same or similar factors and problems could arise and use of Commands. Notifications of Events may not be available to be sent to Your mobile device in all areas.

If you register to receive Notifications to Your mobile device, the Manage Debit Card feature is available when You have Your mobile device within the operating range of a wireless carrier with an appropriate signal for data services. The Manage Debit Card feature is subject to transmission limitations and service interruptions. Bell Bank does not guarantee that the Manage Debit Card feature (or any portion thereof) will be available at all times or in all areas.

You acknowledge and agree that certain functionality with eh Manage Debit Card feature may not be available for all transactions. Commands based upon the location of the mobile device where the Manage Debit Card feature is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the location of the actual location of the merchant differs from the merchant's registered address.

You acknowledge and agree that neither Bell bank nor its third0party services providers (including the developer of the technology enabling the Notifications) are responsible for performance degradation, interruption, or delays due to conditions outside of its control. You acknowledge that neither Bell bank nor its third-party service providers shall be liable to You if You are unable to receive Notifications on Your mobile device in Your intended area. Bell Bank. For itself and its-third party service providers, disclaims all liability for any delays, mis-delivery, loss, or failure in the delivery of any Notification, any form of active or passive filtering.

2. **No Inappropriate Use.** Manage Debit Card may not be used to transmit or store any content or communications (commercial or otherwise) that is illegal, harmful, unwanted, inappropriate, objectionable, confirmed to be criminal misinformation, otherwise poses a threat to the public. This prohibition includes use of the Manage Debit Card service by a hate group or content or communications that originate from a hate group or are expletive, abusive, or hate speech.
3. **Prohibited Activities.** Manage Debit Card may not be used to engage in or encourage any activity that is illegal, deceptive, harmful, violating others' rights, or harmful to our or the software providers business operations or reputation, including:
 - a. **Violation of Laws.** Violating laws, regulations, governmental orders, or industry standards or guidance in any applicable jurisdiction, specifically including, CAN-SPAM and CASL. This includes violating Applicable Laws requiring (1) consent be obtained prior to transmitting, recording, collecting, or monitoring data or communications or (2) compliance with opt-out requests for any data or communications.
 - b. **Interference With the Manage Debit Card Service.** Interfering with or otherwise negatively impacting any aspect, including the integrity, of the Manage Debit Card service or any third party networks that are linked to the Manage Debit Card service, including bypassing service limitations, finding and/or exploiting security vulnerabilities, denial of service or other similar attacks, using or transmitting harmful code or bots, or attempting to gain unauthorized access to the Manage Debit Card solution.
 - c. **Reverse Engineering.** Reverse engineering, copying, disassembling, or decompiling the Manage Debit Card service.
 - d. **Falsification of Identity or Origin.** Creating a false identity or any attempt to mislead others as to the identity of the sender or the origin of any data or communications.
4. **Use of Third Party Vendors.** We and the Manage Debit Card service provider utilizes third party vendors to provide the Manage Debit Card service. You agree that we and the Manage Debit Card service provider may share your information with those third party vendors to provide the Manage Debit Card Service.
5. **Use of Customer Information.** The Manage Debit Card servicer and its third party vendors may use customer information to identify usage trends and develop data analysis regarding the Manage Debit Card service and industry benchmarking; to develop and improve products and services; for purposes of research and development; and for audit, report and other reasonable business operations. In addition, Manage Debit Card and its third party vendors may be required to disclose customer information in response to lawful requests for public authorities, including to meet national security or law enforcement requirements, to comply with a subpoena, bankruptcy proceedings, or similar legal process or when the servicer or its third party vendors believe that disclosure is necessary to protect its rights, protect us, or you or the safety of others or investigate fraud or illegal activity.

6. Suspension. Manage Debit Card servicer may suspend, terminate or otherwise deny access to or use of all or any part for the Manage Debit Card service if 1) servicer receives a judicial or governmental demand or order, subpoena or law enforcement request to do so; or 2) servicer reasonably believes that we or you have failed to comply with these terms of use; that the service is or has been or is likely to be involved in any fraudulent, misleading or unlawful activities in connection with Manage Debit Card services or if such actions by you or us poses a security risk or threat to the function of the Manage Debit Card services, its servicer, or any other third party vendor used to provide the Manage Debit card service. Changes 7. Changes to this Policy. This Policy may be updated from time to time, and any updated versions of this Policy will superseded prior versions. Updated versions of this Policy will be effective as of the date indicated at the top of this Policy. MORTGAGE ACCOUNT HOME

1. **Definitions.**
 - a. "Mortgages" shall mean a loan Account with a pledge of real property as security for a debt, also known as a deed of trust.
2. **Address Changes.** You agree to promptly notify us, orally or in writing of any address change that impacts Mortgages or your use of any Services. Mortgages may be updated through Online Banking.
3. **Paperless Statements.** Copies of your Periodic Statements are available through Online Banking. You may choose to discontinue receiving paper statements through U.S. Mail upon request at any time by updating your settings through Online Banking. If you have chosen to discontinue receiving your paper statements, you can revoke your previous request at any time with no fee, by logging into online banking for Mortgages or by calling us at 800.450.1529 or 701.298.1539 or writing us at Bell Bank, P.O. Box 10877, Fargo, ND 58106-0877.
4. **Payment Scheduling.** It is your responsibility to establish your payments in such a manner that your bills will be paid on time, and you are responsible for any late payment or finance charges that may be imposed as a result of your failure to transmit Payment Instructions in accordance with this Agreement.
5. **Payment Cancellation Requests.** You may cancel or edit any Scheduled Payments (including recurring payments) by following the directions within the System. There is no charge for canceling or editing a Scheduled Payment. Our ability to cancel a payment will depend on the way the payment was initiated and whether the payment has begun processing. For example, you may cancel scheduled payments; but once a payment has been processed, it cannot be cancelled, edited, or stopped.

ARBITRATION OF DISPUTES

If you do not want this Arbitration Agreement to apply, you have the right to reject (e.g., not be bound by) this Arbitration Agreement by following the directions in the "Right to Reject" paragraph below. If you do not reject and a Claim is arbitrated, neither you nor we will have the right to: (1) have a court or a jury decide the Claim (except as outlined herein); (2) engage in information-gathering (discovery) to the

same extent as in court; (3) participate in a class action, private attorney general action or other representative action in court or in arbitration; or (4) unless all parties otherwise agree in writing, join or consolidate a Claim with claims of any other person or entity.

This Arbitration Agreement describes when and how a Claim may be arbitrated. Arbitration is a method of resolving disputes in front of an Arbitrator instead of having a trial in court in front of a judge or jury. It can be a quicker and simpler way to resolve disputes. Arbitration proceedings are private and less formal than court trials. Each party to the dispute has an opportunity to present some evidence to the Arbitrator. The Arbitrator will issue a final and binding decision resolving the dispute (the "award"), which may be enforced as a court judgment. A court rarely overturns an Arbitrator's decision.

Governing Law: This Arbitration Agreement is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the "FAA"), and not by any state arbitration law.

Right to Reject: If you do not want this Arbitration Agreement to apply, you may reject it by mailing us a written opt-out notice which specifies your name and address, identifies the applicable account number(s) and includes a signed statement that you opt out of the Arbitration Provision. The opt-out notice must be signed by you and sent to us by certified mail, return receipt requested (not electronically) at Bell Bank Attn: Legal Process 3100 13th Avenue S. Fargo, ND 58103.

Any opt-out notice is effective only if it complies with the preceding requirements and is postmarked within sixty (60) days after the date you opened your account.

This is the only way you can opt out of this Arbitration Agreement. Your decision to opt out will not have any other effect on this Agreement or your Account with us. If you do not reject this Arbitration Agreement, it will be effective as of the date you first opened your Account. If an Account is jointly owned, one owner's rejection of this Arbitration Agreement will be deemed to be a rejection of this Arbitration Agreement by all joint owners. In all other circumstances, your rejection of this Arbitration Agreement will not be deemed to be a rejection of this Arbitration Agreement by any person or entity other than you, unless you are rejecting in a fiduciary capacity for another account owner. In all other circumstances, your decision to opt out of this Arbitration Agreement applies only to this Account and not to any other accounts you have with us. Moreover, we offer a number of different products and services to our customers. If you opt out of arbitration for this Agreement, it will not affect any arbitration provision that may exist between you and us, now or in the future, in connection with other products or services you obtain from us; any such arbitration provision will remain in force unless you separately opt out of it in accordance with its terms. For example, if you also have a loan with us, opting out of this Arbitration Agreement will not constitute an opt out of any arbitration provision that may apply to the loan.

Disputes Subject to Arbitration: You or we may elect to have Claims arbitrated rather than resolved in court. Claims are subject to arbitration even if they arise out of or relate to actions, omissions, transactions, facts or conduct that occurred prior to the date of this Agreement. However, this Arbitration Agreement will not apply to any Claim that was already pending in court before this Arbitration Agreement took effect.

Disputes Not Subject to Arbitration: Notwithstanding the foregoing, the following disputes are not required to be arbitrated: (1) disputes that are within the jurisdiction of a small claims court (or an equivalent court). You or we may bring an action in small claims court or, if an arbitration demand has been made, instruct the arbitration administrator to close the case because the dispute should be decided by a small claims court. However, if the dispute is transferred, removed, or appealed from small claims court to a different court, you or we may elect to compel arbitration. Moreover, if you or we bring a counterclaim or cross-claim that is for more than the small claims court's jurisdiction, the entire dispute must, if you or we choose, be resolved by arbitration; and (2) disputes about the validity, enforceability, coverage or scope of this Arbitration Agreement or any part thereof (including, without limitation, the Class Action Waiver), which are for a court and not an Arbitrator to decide. However, any dispute or argument that concerns the validity or enforceability of this Agreement as a whole is for the Arbitrator, not a court, to decide.

In addition, this Arbitration Agreement does not prohibit you or us, at any time, from (1) exercising any lawful rights to preserve or obtain possession of property or self-help remedies, including but not limited to, the right to set-off or exercise a statutory lien or other lien granted by law or rule, the right to restrain funds in an account, recoupment, repossession, replevin or trustee's sales; (2) obtaining provisional or ancillary remedies or injunctive relief (other than a stay of arbitration), including but not limited to attachment, garnishment, interpleader or the appointment of a receiver by a court of appropriate jurisdiction; or (3) bringing an individual action in court that is limited to preventing the other party from using a self-help or non-judicial remedy and that does not involve a request for damages or monetary relief of any kind.

Starting or Electing Arbitration: Prior to initiating an arbitration proceeding, you or we, as applicable, shall give the other party a Claim Notice, as further described in the "NOTICE AND CURE" section herein. You or we may start an arbitration by filing a demand with the arbitration administrator pursuant to the administrator's rules. You or we

may also require arbitration of a Claim filed in court by filing a motion with the court to compel arbitration of the Claim. Even if you and we have chosen to litigate a Claim in court, either party may elect arbitration of a new Claim or of a Claim made by a new party in that or any related or unrelated lawsuit.

Choosing the Administrator: The party who commences the arbitration may select either of the following arbitration organizations to administer the arbitration under their rules that apply to consumer disputes: the American Arbitration Association ("AAA"), 120 Broadway, Floor 21, New York, NY 10271 (1-800-778-7879), www.adr.org; or JAMS, 1920 Main St. at Gillette Ave., Suite 300, Irvine, CA 92614 (1-800-352-5267), www.jamsadr.com. You can obtain a copy of the administrators' rules by visiting their websites or calling them. The parties may also mutually agree to select an Arbitrator who is an attorney, retired judge or Arbitrator registered and in good standing with a bona fide arbitration association and arbitrate pursuant to the Arbitrator's rules. If AAA and JAMS cannot or will not serve, and the parties are unable to select an Arbitrator by mutual consent, a court with jurisdiction will select the administrator or Arbitrator, who must agree to abide by all of the terms of this Arbitration Agreement (including, without limitation, the Class Action Waiver). Any Arbitrator must be a practicing attorney with ten (10) or more years of experience practicing law or a retired judge. If a party files a lawsuit in court asserting Claim(s) that are subject to arbitration and the other party files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party prosecuting the Claim(s) to select an arbitration administrator in accordance with this paragraph and commence the arbitration proceeding in accordance with the administrator's rules and procedures.

Jury Trial Waiver: IF YOU OR WE ELECT TO ARBITRATE A CLAIM, YOU AND WE WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM.

Class Action Waiver: ANY ARBITRATION MUST BE ON AN INDIVIDUAL BASIS ONLY. THIS MEANS THAT IF YOU OR WE ELECT TO ARBITRATE A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO: (1) PARTICIPATE IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR OTHERWISE; OR (2) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION. ALSO, ABSENT THE WRITTEN CONSENT OF ALL PARTIES, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO JOIN OR CONSOLIDATE A CLAIM WITH CLAIMS OF ANY OTHER PERSON OR ENTITY. An arbitration award shall determine the rights and obligations of the named parties only, and only with respect to the Claim(s) in arbitration. No arbitration administrator or Arbitrator shall have the power or authority to waive or modify this section, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable.

Location and Costs of Arbitration: Any arbitration hearing that you attend in person must take place at a location reasonably convenient to the parties or as otherwise agreed to by the parties or ordered by the Arbitrator. Each administrator charges filing and administrative fees and the Arbitrator also charges fees. The parties shall pay said fees in accordance with the administrator's rules. However, if you tell us in writing that you cannot afford to pay the fees charged by the arbitration organization and that you were unable to obtain a waiver of fees from the administrator, and if your request is reasonable and in good faith, we will pay or reimburse you for all or part of the fees charged to you by the arbitration organization and Arbitrator. The parties shall also bear the fees and expenses of their own attorneys, experts and witnesses unless otherwise required by applicable law, this Agreement or the administrator's rules. If we prevail in an individual arbitration that either you or we commenced, we will not seek to recover our attorney, expert or witness fees or our arbitration fees from you. Notwithstanding the foregoing, if the Arbitrator determines that any party's claim or defense is frivolous or wrongfully intended to oppress or harass the other party, the Arbitrator may award sanctions in the form of fees and expenses reasonably incurred by the other party if such sanctions could be imposed under Rule 11 of the Federal Rules of Civil Procedure.

Law Applied by the Arbitrator. The Arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The Arbitrator is authorized to award all remedies permitted by the substantive law that would apply in an individual court action, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual Claim). Any finding, award or judgment from an arbitration of any Claim shall apply only to that arbitration. No finding, award or judgment from any other arbitration shall impact the arbitration of any Claim.

Right to Discovery: In addition to the parties' rights to obtain discovery pursuant to the arbitration rules of the administrator, either party may submit a written request to the Arbitrator to expand the scope of discovery normally allowable under the arbitration rules of the administrator. The Arbitrator shall have discretion to grant or deny that request.

Arbitration Award and Right of Appeal: At the timely request of either party, the Arbitrator shall provide a written explanation for the award. However, if the amount in controversy exceeds \$100,000, you or we can, within fifteen (15) days after the entry of the award by the Arbitrator, appeal the award to a three-Arbitrator panel administered by the administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Provision to “the Arbitrator” shall mean the panel if an appeal of the Arbitrator’s decision has been taken. The costs of such an appeal will be borne in accordance with the paragraph above titled “Location and Costs of Arbitration.” The original award or any subsequent award on the appeal described above shall be final and binding, subject to any further appeal rights under the FAA, and may be entered as a judgment by any court having jurisdiction.

Rules of Interpretation: This Arbitration Agreement is binding upon and benefits you, your respective heirs, successors and assigns, and us and our respective successors and assigns. This Arbitration Agreement shall survive: (1) the repayment of amounts owed under this Agreement; (2) any legal proceeding; (3) any sale, assignment or transfer of your Account; (4) any bankruptcy to the extent consistent with applicable bankruptcy law; (5) any default, breach or repossession; (6) any termination, cancellation, closure, suspension or non-renewal of this Agreement, your Account or credit privileges; and (7) any termination, amendment, expiration or performance of any transaction between you and us. In the event of a conflict or inconsistency between this Arbitration Agreement and the applicable arbitration rules or the other terms of this Agreement, this Arbitration Agreement shall govern. Any changes to this Arbitration Agreement will apply only prospectively unless we give you a right to opt out of the change or the entire Arbitration Agreement.

Severability: If any portion of this Arbitration Agreement is held to be invalid or unenforceable, the remaining portions shall nevertheless remain in force, subject to two exceptions: (1) if a determination is made that the Class Action Waiver is unenforceable, and that determination is not reversed on appeal, then the Arbitration Agreement (except for this sentence) shall be void in its entirety; and (2) if a court determines that a public injunctive relief Claim may proceed notwithstanding the Class Action Waiver, and that determination is not reversed on appeal, then the public injunctive relief Claim will be decided by a court, any individual Claims will be arbitrated, and the parties will ask the court to stay the public injunctive relief Claim until the other Claims have been finally concluded.