# **TERMS & CONDITIONS**

# **Primary Online Banking Service Agreement**

This Online Banking Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of the Online Banking and/or Online Bill Payment service ("Service" or "Services"). It also describes the rights and obligations of the First National Bank of Osakis ("FNB Osakis"). Please read this agreement carefully. By requesting and using one of the Services, you agree to comply with the terms and conditions of this Agreement.

# I. Definitions & Requirements

The following definitions apply in this Agreement:

"Authorized Representative" refers to a person with authority (with respect to the account);

"Bill Payment" is the online service that enables the scheduling of bill payments using a personal computer;

"ISP" refers to your Internet Service Provider;

"Online Banking" is the Internet-based service providing access to your FNB Osakis account(s);

"**Online Account**" means the account(s) from which you will conduct transactions using a Service. You must have an open account with FNB Osakis in order to use Online Banking. Additionally, you must have a FNB Osakis checking account in order to utilize the bill payment service.

"**Password**" is the system generated code, or the member generated code selected by you for use during the initial log in, or the codes you selected after the initial log in, that establishes your connection to the Service;

"PC" means your personal computer that enables you, with an Internet browser and ISP, to access your online account. You will need a computer with a modem and Internet browser that supports SSL and 128-bit encryption. You are solely responsible for the maintenance, installations, and operation of your computer. FNB Osakis shall not be responsible for any errors, deletions, or failures that occur as a result of any malfunction of your computer or software. You should routinely scan your PC using a reliable virus detection product. Undetected or unrepaired viruses may corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit the virus to other computers. FNB Osakis shall not be responsible for any entry of the virus to other computers. FNB Osakis shall not be

"Time of Day" references are to Central Standard Time (CST);

"User ID" is the FNB Osakis generated code assigned to you for your connection to the Service;

"We", "us", "our", or " FNB Osakis" refer to Financial Institution which offers the Service and holds the accounts accessed by the Services, and any agent, contractor, service provider, licensor, designee, or assignee Financial Institution may involve in the provision of Online Banking;

"You" or "your" refers to the owner of the account or the authorized representative;

In order to provide electronic disclosures, we must maintain a current member email address at all times. It is your sole responsibility to provide us with your correct and true contact information, including your email address. You should immediately notify FNB Osakis of any changes to your personal contact information.

#### **II. Access to Services**

FNB Osakis will provide instructions on how to use the Online Banking and Bill Payment Services. You will gain access to your online accounts through the use of your Internet-enabled device, your ISP, your User ID and your Password. You may access your account 24 hours a day, 7 days a week. However, the availability of Services may be suspended for brief periods of time for the purposes of maintenance, updates, software revisions, scheduled outages, and unplanned outages. In addition, access to the Service may be slower at

times due to high Internet traffic or other factors beyond our control. We are not responsible for any delays or difficulties your may have in accessing the Service or certain features.

For purposes of transactions, the FNB Osakis' business days are any calendar days other than Saturday, Sunday, or any holidays recognized by us. Bill Payments are processed on all business days that both the Federal Reserve Bank and the U.S. Postal System are operating and open for business. Funds Transfers are processed on all business days that the Federal Reserve is open for business. All Online Banking transaction requests initiated or requested received after 8:00 PM CST on business days and all transactions that are requested on Saturday, Sunday, or holidays on which FNB Osakis chooses to remain closed, will be processed on the FNB Osakis' next business day. FNB Osakis' business day begins at 8:00 AM CST.

# **III. Financial Institution Transactions with Online Banking**

#### A. Account Access

You may access any of your FNB Osakis accounts online. You will have access to approximately six (6) months worth of transactional history. You may export and save your account history onto your own computer, as we do not save, store or have access to transactional data in electronic format beyond this six month period and will have no obligation to provide such data to you electronically.

#### **B. Transfer of Funds**

In addition to viewing account information, you may use Online Banking to conduct the transfer of funds. You may make one-time transfers or schedule future or recurring transfers such as transfers to make loan payments. You may transfer funds among your checking accounts, savings accounts, and money management accounts.

**NOTE:** Because federal regulations require financial institutions to limit preauthorized transfers (including Online Banking transfers), the following limitations may apply:

<u>Savings Accounts:</u> You can make no more than six (6) transfers per statement period by preauthorized or automatic transfer, or by telephone or Online Banking

<u>Investors Accounts:</u> You can make no more than six (6) transfers per statement period by preauthorized or automatic transfer, or by telephone or Online Banking, and no more than three (3) of these may be in check or draft form.

#### **C. Additional Services**

New Online Banking Services may be introduced from time to time. FNB Osakis reserves the right to modify/enhance services offered at its sole discretion at any time; we will notify you of any material changes. In most cases, you will receive the notice on-line the next time you log in; however FNB Osakis reserves the right to notify you by e-mail, conventional mail, statement inserts, or newsletters; in its discretion. By using these Services when they become available, you agree to be bound by the rules of such Services, which will be made available to you.

#### **IV. Schedule of Fees**

FNB Osakis offers the benefits and convenience of Online Banking and Bill Payment Services free of charge for personal or consumer accounts.

Please refer FNB Osakis' fee schedule regarding other possible fees.

#### V. Statements

You will continue to receive your account statement either monthly or quarterly (depending on the type of account) in paper format, unless you opt-in to receive electronic statements. Please note that some FNB Osakis accounts may require you to receive your statement in electronic format.

# VI. Security & Privacy

We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us. Please read our privacy notice online at <u>www.fnbosakis.com</u>.

You are responsible for keeping your password and online account information confidential. Your password is kept in encrypted form in our database. No one FNB Osakis or our Service Provider has access to this information. In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your account information, password, or User ID
- Do not leave your PC or internet enabled device unattended while you are on the Financial Institution's online banking site
- Never leave your account information within range of others
- Do not allow your internet browser to store your online banking User ID or password
- Do not send privileged account information (account number, password, etc.) in any public or general email system
- Use caution when utilizing public computers, such as hotel kiosk as these may contain spyware or key logging software
- If you suspect your online banking credentials have been compromised, use the password change feature within the User Options sections of the Service to change your password
- If you believe your password has been lost or stolen, or you suspect fraudulent activity on your account, call FNB Osakis immediately at <u>320-859-2101</u> or email customerservice@fnbosakis.net between the hours of 8:00 AM and 5:30 PM Monday thru Friday, or 8:00 AM to 12:00 PM Saturdays. Telephoning us is the best way to minimize your losses and liability.

# VII. Electronic Mail (Email)

If you send us an email message, we will be deemed to have received it on the following business day. You should not rely on email if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur.

NOTE: Email transmissions outside of the online banking service are not secure, unless otherwise noted. We advise you not to send us or ask for sensitive information such as account numbers, passwords, account information, etc. via any general or public email system. If you wish to contact us electronically and securely, please use the "Contact Us" email form provided within the Secure Forms section of Online Banking.

#### **VIII. Bill Payment Services**

The Bill Payment service, or "Bill Pay" is an optional electronic payment system that permits you to initiate and authorize payments from your checking account(s) to payees, which you have selected in advance, to receive payments by means of this service (a "payee" is a person, organization or business you are paying).

To participate in Bill Pay you must be a customer in good standing and have a checking account (regular or NOW) with FNB Osakis and access to our Online Banking service. The Bill Pay service can be accessed via Online Banking and Mobile Banking and is a separate service made available to you after your enrollment online and Bank approval of that enrollment. Participation in Bill Pay is voluntary.

Online Bill Pay service: NO FEE for the first six (6) months normally called the "trial period". After the trial period ends there is NO FEE for continued use of Bill Pay as long as you use Bill Pay to make at least one payment per month.

The Bank reserves the right to adjust fees or pricing schedules at any time with adequate notice to customers.

#### **IX. Linked Accounts**

At your request, you may link your FNB Osakis accounts so that they all appear together underneath one log in and password, and so that you can move funds between them (subject to regulations; see Section III, Part B). We will require signatures of all account holders on the accounts to be linked together on a specially designated form. Your request to have the accounts linked will be processed after we receive the form and

verify all signatures. If we cannot verify the validity of the signatures we will not honor your request until such time as identity can be verified. We are not responsible for lost or misplaced forms. This authorization may be revoked at any time by us or any of the account holders. We may require this revocation in writing.

# X. Business Accounts

If you are a business, any authorized user of your business is authorized on such terms, conditions, and agreements as we may require to:

- Enter into this Agreement as amended from time to time;
- Access each account of yours in any manner and for any purpose available through the Service, whether now available or available at some time in the future; and
- Use any online banking service in any manner and for any purpose available through the Service, whether now available or available at some time in the future.

# XI. Term and Termination

#### A. Term.

This Agreement will become effective on the Effective Date and shall remain in full force and effect until termination in accordance with the following provisions.

#### **B.** Termination for Cause

We may immediately terminate your online banking privileges (including the Bill Payment Service) without notice to you under the following circumstances:

- You do not pay any fee required by this Agreement when due or
- You do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing.

We will promptly notify you if we terminate this Agreement or your use of the Services for any other reason. At any time, we may cancel all or part of the Services that we generally offer. Access to our Service may be canceled in whole or part without prior notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. If your account(s) is closed or restricted for any reason, or if there has not been any online banking or bill pay activity for a period of 180 consecutive days, the Services may be terminated by us. You will remain responsible for all transactions approved by the system prior to the cancellation, and for any other fees associated with the Service. After cancellation, Service may be reinstated once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate Service, you must contact our Member Service Center.

#### C. Termination for Convenience

To terminate this Agreement, you must notify the FNB Osakis and provide your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s). When Bill Payment is terminated, any prescheduled bill payments made through Online Banking will also be terminated. Your final charge (if any) for the Bill Payment Service will be assessed at the end of your statement cycle. You may notify the Financial Institution by one of the following methods:

- By sending an email to: <u>customerservice@fnbosakis.net</u>
- By calling us at <u>320-859-2101</u>
- By writing a letter and either sending it to the following address: Attn: Operations Department, FNB Osakis, PO Box 580, Osakis, MN 56360, or giving it to a Member Service Representative at FNB Osakis' physical location.

<u>Inactive Status:</u> We may convert your account to an inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive 180 day period. If your account is

considered inactive you must contact us to have the Service activated before you will be able to schedule any transaction through the Service.

# XII. Electronic Funds Transfer Provisions for Consumers

#### A. Applicability

These provisions are only applicable to online electronic fund transfers that credit or debit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). When applicable, the Financial Institution may rely on any exceptions to these provisions which are contained in Regulation E. All terms that are not defined in this Agreement but which are defined in Regulation E shall have the same meaning when used in this section.

#### B. Your Liability

The following determines your liability for any unauthorized EFT or any series of related or unauthorized EFTs:

- If you notify FNB Osakis within two (2) business days after your password was lost or stolen, your liability will not exceed \$50.00 or the amount of the unauthorized EFTS that occur before notification, whichever is less
- 2) If you fail to notify the FNB Osakis within two (2) business days after your password was lost or stolen, your liability will not exceed the lesser of \$500.00 or the total of:
  - a. \$50.00 or the amount of unauthorized EFTs that occur within the two (2) business days; and
  - b. The total of authorized EFTs which occur during the two (2) days before notification to the Financial Institution, provided FNB Osakis establishes that these EFTs would not have occurred had the Financial Institution been notified within that two-day period.
- 3) If you are a consumer, you must report an unauthorized EFT which appears on your periodic statement, no later than 60 days of transmittal of the statement to avoid liability for subsequent transfers. Your liability will not exceed the amount of the unauthorized EFTs that occurred within the 60 day period. If you are a business or commercial user, you must report an unauthorized EFT which appears on your recent activity within 24 hours. You may also be liable for the amounts as described in sections 1 and 2 above. Failure to notify FNB Osakis may mean that you do not get your money back, provided that we can prove that we could have stopped someone from taking the money had you told us in time.
- 4) If the report is made orally, we will require that you send the complaint or question in writing within 20 business days. We will notify you with the results of the investigation within 10 business days and will correct any error promptly. If more time is needed however, we may take up to 45 days to investigate a complaint or question. If this occurs, we will credit your account within 10 business days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing within 10 business days, we may not credit your account until the investigation is completed. If an alleged error involves an electronic fund transfer outside a state or territory or possession of the United States, the applicable time periods for action by us are 20 business days (instead of 10) and 90 calendar days (instead of 45). If we determine that no error occurred, we will send you a written explanation within three business days after the investigation is complete. You may request copies of the documents that were used in the investigation.
- 5) You may notify us by telephone, in writing, or by email using the secure email form provided within our Online Banking service. Notification by general email to report an unauthorized transaction is not secure and therefore not advised.

#### C. Telephone Numbers and Addresses

In case of errors or questions regarding an Online Banking or Bill Payment Transaction, call <u>320-859-2101</u> or write us at: ATTN: Operations Dept., FNB Osakis, PO Box 580, Osakis, MN 56360, or use the "Contact Us" secure email form found within Online Banking.

- We must hear from you at the telephone number(s), mailing address, or secure email listed above no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. We will need:
  - a. Your name and account number
  - b. A description of the error or the transfer in question and an explanation of why you believe it is an error or need more information; and
  - c. The dollar amount of the suspected error and date on which it occurred.
- 2) If you verbally provide this information we may require that you send us your complaint or question in writing within 10 business days.

# XIII. Liability

#### A. Our Liability

This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Online Banking or Bill Payment Service account. Unless otherwise required by applicable law, we are only responsible for performing the Online banking and Bill Payment services as delineated in this Agreement. We will be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence.

We will NOT be liable to you in the following instances:

- If, through no fault of FNB Osakis, you do not have enough money in your account to make the transfer.
- If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevent the transfer despite reasonable precautions that we have taken.
- If there is a hold on your account, or if access to your account is blocked, in accordance with FNB Osakis and Online Banking policy.
- If your account has been closed
- If your funds are the subject to a legal proceeding, or other encumbrances, restricting the transfer.
- If your transfer authorization terminates by operation of law.
- If you believe someone has accessed your accounts without your permission and you fail to notify FNB Osakis immediately.
- If you have not properly followed the instructions on how to make a transfer included in this Agreement.
- If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
- If we have reasonable basis for believing that unauthorized use of your password or account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.
- If the bill payment or transfer would go over the credit limit on your overdraft line of credit, or if the overdraft line of credit has been closed.
- If your computer, software, telecommunication lines were not working properly or were temporarily unavailable, and this problem should have been apparent to you when you attempted the transfer or bill payment.
- If you had knowledge of or questions about the possible malfunction of our system when you initiated the transaction.
- It can be shown that the merchant or payee received the payment within the normal delivery timeframe and failed to process the payment through no fault of FNB Osakis and/or service providers
- Other applicable laws and/or regulations exempt us from liability.

WITH YOUR ACCEPTANCE AND USE OF THE SERVICE, YOU AGREE THAT WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL COSTS, EXPENSES, OR DAMAGES (INCLUDING LOST SAVINGS OR PROFIT, LOST DATA, BUSINESS INTERRUPTION, OR ATTORNEY'S FEES) RESULTING FROM OR ARISING OUT OF THIS AGREEMENT OR RESULTING FROM ANY ERRORS OR FAILURES FROM ANY MALFUNCTION OF YOUR COMPUTER OR ANY VIRUS OR COMPUTER PROBLEMS THAT YOU MAY ENCOUNTER RELATED TO THE USE OF THE SERVICE.

#### **B. Indemnification**

You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to on Online Banking or Bill Payment account.

#### **C. Third Parties**

We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an Internet browser provider such as Microsoft (Internet Explorer browser), Mozilla (Firefox browser), Chrome (Android browser) or Apple (Safari browser), by an Internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Online Banking or Bill Payment account.

#### **D. Virus Protection**

FNB Osakis is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC or Internet enabled device using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

# **XIV. General Terms and Conditions**

#### **A. Financial Institution Agreements**

In addition to this Agreement, you and FNB Osakis agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Online Banking Service, the Bill Payment Service or any future services is your acknowledgement that you have received these agreements and intend to be bound by them. You should review other disclosures including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule contained in this Agreement. We will automatically deduct any fees related to this Service from your account each month.

#### **B. Changes and Modifications**

We may modify the terms and conditions applicable to the Services from time to time. We may send any notice to you via email and you will have to be deemed to have received it the first business day after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. If the changes have an adverse effect on you or the services offered, we will provide you at least 30 days prior notice. Amendments or changes in terms or conditions may be made without prior notice if they do not result in higher fees, more restrictive Service use, disclosure of additional account information to necessary third parties, or increased liability to you. Also, if a change in terms or conditions is necessary to maintain or restore the security of our system(s) or your account(s), no advance notice is required. Upon notification of any change in terms, if you do not agree with the change(s) you must notify us to cancel your access to the Service. Your continued use of the Service constitutes your agreement to the amendment(s). We reserve the right to terminate this Agreement and your use of the Service in whole or in part at any time without prior notice.

#### C. Assignment

We may assign this Agreement to an affiliate of FNB Osakis or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent. You may not assign this Agreement to any other party.

#### **D. Notices**

Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically.

#### E. Disclosure of Information

We will only disclose information to third parties about your account or transfers you make under the following circumstances:

- Where it is necessary for the provision of Online Banking and for completing transfers;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- In order to comply with government or court orders, or other reporting requirements;
- If you give us your permission;
- To FNB Osakis affiliated companies;
- If it is necessary to assist us in the collection of information for internal use
- If it is necessary for the security purposes of our service providers, our servicing agents, and/or contractors providing our Online Banking and electronic funds transfer Service;
- If it involves a claim by or against us concerning a transaction on your account.

#### F. Contact by FNB Osakis or Service Providers

No FNB Osakis employee or Service Provider will contact you via email or phone requesting your Online ID or online passcode. If you are contacted by anyone requesting this information, please contact us immediately at <u>320-859-2101</u>

#### G. Governing Law

This Agreement is governed by the laws of the State of FI's State and applicable federal law.

#### XV. Electronic Disclosure Consent (when applicable)

You agree that we may provide in an electronic format all disclosures, notices, communications, terms and conditions and amendments thereof related to the Services. Disclosures that we may provide in an electronic format include, but are not limited to: account statements, account disclosures, changes in account terms, notice of fee changes, and privacy notices.

#### A. How to Obtain Electronic Disclosures (E-Disclosures)

We will always post the most current Online Banking and Bill Pay Agreements on our website or within our Online Banking Service. If any amendments to these agreements would have an adverse affect upon our members we will provide at least 30 days notice prior to the affected changes.

We may also send our members an email or secured message through our Online Banking service that tells you where disclosures and/or account statements can be viewed on our website. We may also send certain disclosures or notices as an email or message attachment.

You may download or print electronic notices and disclosures from your computer if you have the hardware and software described below. You can also save copies to your hard drive or other media for viewing and printing at a later time.

If you need help printing or if you need a paper copy of any notice or disclosure, please contact us at <u>320-859-</u> <u>2101</u> during regular business hours. Additional charges for paper copies may apply. Please see the account fee disclosure.

#### **B. System and Equipment Requirements**

Prior to accepting electronic delivery of disclosures, you should verify that you have the required hardware and software necessary to access and retain documents and disclosures in an electronic format. You will need:

Internet access

- A computer and Internet browser that supports 128-bit encryption
- A printer connected to your computer to print disclosures
- Sufficient hard drive space or other media (e.g. USB drive or CD) if you plan to download and save disclosures in an electronic format
- A valid email address

We may revise hardware and software requirements from time to time as necessary, and if there is a chance that the changes may impact your ability to access the disclosures we will notify you of these changes 30 days in advance and provide you an opportunity to change your method of receiving disclosures.

#### **C.** Cancellation of E-Disclosures

If you wish to cancel e-disclosures and/or change to a paper delivery format you may tell us in one of the following ways:

- By sending us a secure email through the Contact Us link provided in Online Banking;
- By calling us at <u>320-859-2101</u>
- By sending us a letter to: ATTN: Operations Dept., First National Bank of Osakis, PO Box 580, Osakis, MN 56360; or
- By informing us in person at 211-213 Central Ave, Osakis, MN 56360

Please do not send confidential information through normal unsecured email. Please include in the correspondence the account(s) you wish to withdrawal from electronic delivery.

#### **D. Address Changes**

In order to provide electronic disclosures we must maintain your current email address at all times. It is your sole responsibility to provide us with your correct contact information, including your email address(s). You should notify the FNB Osakis of any changes to your personal contact information through any of the methods described above (in section C), or you can update personal information in the User Options section of Online Banking.

#### E. Acceptance of E-Disclosures

You agree to accept Online Banking and Bill Pay related disclosures in an electronic format. You also agree that you have the necessary equipment for accessing and viewing the disclosures and you agree to notify us if you change your email address or if you no longer want to receive disclosures electronically. By accepting this disclosure you agree to no longer receive applicable disclosures in paper format.

# **Mobile Banking Service Agreement**

#### I. INTRODUCTION PARTIES AND DEFINITIONS

This Mobile Banking Service Agreement (as amended from time to time, this " **Agreement**"), governs the Mobile Banking service provided by bank name and your use of that service. This Agreement also includes certain licensing rights and restrictions, including an end user agreement between you and our primary software licensor, **Malauzai** ("Developer")

The terms "we", "us" and "our" refer to The First National Bank of Osakis. The terms "you" and "your" refer to the customer of The First National Bank of Osakis who is entering into this Agreement. The term "Mobile Banking" means a suite of services that we make available, enabling you to conduct banking transactions with us by using your Mobile Device. " Mobile Device" means a cellular telephone or similar wireless communications device (1) that is installed with software permitted by us ("Mobile Banking Software") that you have downloaded in order to conduct Mobile Banking transactions, or (2) that is capable of conducting Mobile Banking transactions by using other protocols we may choose to permit (e.g., Wireless Application Protocol (WAP) or text (SMS) messaging). We reserve the right to change the Mobile Banking Software and other protocols that we allow for Mobile Banking at any time without prior notice.

# **II. MOBILE BANKING IS PART OF YOUR PRIMARY ONLINE BANKING SERVICE**

Presently, Mobile Banking is available only to individuals who are already enrolled in our Online Banking service.

The term "**Primary Online Banking**" means either the (personal) Online Banking service or the Business Online Banking service through which you choose to enroll in Mobile Banking. "Primary Online Banking Agreement" means either the (personal) Online Banking Service Agreement or the Business Online Banking Agreement, as amended from time to time, that you accepted when enrolling in your Primary Online Banking service. Your "**Primary Online Banking Agreement**" also includes related agreements that you have with us in connection with your Primary Online Banking (e.g., any agreement for our Bill Pay service or Transfers to a Friend service; any Multi Party Addendum; etc.)

This Mobile Banking Service Agreement is an Addendum to and includes the terms of your Primary Online Banking Agreement . Capitalized terms that are not defined in this Agreement are defined in your Primary Banking Agreement. The same credentials (Login ID and Password) that are in place for your Primary Online Banking service shall also apply to Mobile Banking.

# **III. ACCEPTING THIS AGREEMENT**

Before using Mobile Banking, you must both (a) consent to receive notices and disclosures electronically, and (b) read and accept this Agreement. You must evidence that consent and acceptance by selecting the button declaring your acceptance as part of your enrollment in Mobile Banking. In addition, you agree you are deemed to automatically renew that consent and acceptance each time you log in as a user of FNB Osakis Banking and use Mobile Banking to conduct any transaction. The current version of this Agreement can always be viewed online through your Primary Online Banking service.

# **IV. TERMS AND CONDITIONS**

#### 1. CONSENT TO RECEIVE DISCLOSURES AND NOTICES ELECTRONICALLY

By accepting this Agreement, you consent to receiving notices and disclosures concerning Mobile Banking, Primary Online Banking, and your enrolled bank accounts electronically, including by mobile phone (e.g. SMS or other text message) or e-mail (each of the foregoing being an "electronic address"). You must enter your electronic address for such disclosures and notices when first enrolling in Mobile Banking. You are solely responsible for immediately updating your electronic address if it changes. You must update your electronic address by logging into your Primary Online Banking service, accessing the electronic page for managing your email address or accessing the Mobile Banking page to update your Mobile Device phone number, and entering your new electronic address. If you need assistance updating your electronic address, you may call FNB Osakis at <u>320-859-2101</u>. All disclosures and notices by us shall be deemed given and received by you immediately upon being sent to the electronic address you have most recently updated. Many disclosures and notices may also or instead appear in one or more of your bank account statements. Unless specifically required by law, we are not obligated to provide any disclosure or notice to you by regular mail or by any means other than electronic transmission. You may, without charge, withdraw your consent to receiving notices and communications electronically by calling **FNB Osakis** at <u>320-859-2101</u>, but in that event we can terminate your Mobile Banking service.

Receiving electronic disclosures and notices on your Mobile Devices requires that your Mobile Device be an Internet-enabled Mobile Device that support 128-bit encryption. In order to keep notices and disclosures sent to you electronically, you must have the ability to save them to your Mobile Device or computer, or to print them. You may also request a paper copy of an electronic notice or disclosure at no additional charge by calling **FNB Osakis** at <u>320-859-2101</u>.

#### 2. MOBILE BANKING SERVICE AGREEMENT

#### A. Mobile Banking Functions

To access Mobile Banking service and functions, your Mobile Device must be Internet enabled and connected to the Internet through your mobile communications service provider. You must be enrolled in both a Primary Online Banking service and our Mobile Banking service. You must enroll the particular Mobile Device(s) that you wish to use with Mobile Banking. You must also un-register any Mobile Device(s) that you

may no longer wish to be capable of using with Mobile Banking.

When you access Mobile Banking with your Mobile Device, you will see a menu of available Mobile Banking functions. From time to time we will add, and may modify or delete particular Mobile Banking functions or geographic areas served by Mobile Banking. We may make such changes in functions or geographic service with or without prior notice. We reserve the right to refuse to make any transaction that you may request through Mobile Banking.

Not all functions that are described in your Primary Online Banking Agreement or available at your Primary Online Banking service website are available with Mobile Banking. All terms and conditions in your Primary Online Banking Agreement or on your Primary Online Banking service's website that limit or govern your use of Primary Online Banking functions will also limit and govern your use of those functions through Mobile Banking.

#### B. Mobile Banking Service Availability

We will use reasonable efforts to make Mobile Banking service available for your use on a continuous basis. We do not guarantee functionality of Mobile Banking services (or any Mobile Banking Software) on all Mobile Devices, on all communications networks, in all geographic regions, or at all times. Mobile Banking service may be temporarily unavailable for regular or emergency system maintenance. We will endeavor to have our scheduled maintenance occur during non-peak hours, but we may conduct maintenance at any time. In addition, your accessibility to the Mobile Banking service may be interrupted because of conditions beyond our control, including outages in Internet availability. We will use commercially reasonable efforts to re-establish Mobile Banking service in those instances, but we do not promise the Mobile Banking services will always be available for your use. We may elect to discontinue Mobile Banking (or any of the services that we provide, from time to time, through Mobile Banking) at any time. If we choose to discontinue Mobile Banking, we will provide you with reasonable notice. In the case of a disaster, your Mobile Banking may be suspended in order to allow emergency and responding personnel to use the cellular networks. In no event, regardless of cause, shall we be liable to you for unavailability of Mobile Banking services, or your inability to access Mobile Banking or to execute Mobile Banking functions.

#### C. Fees Charged by FNB Osakis

Currently, we charge no fees to enroll in or use Mobile Banking. However, we may assess fees (a) set forth in the other agreements, disclosures or fee schedules for particular banking products or accounts (such as overdraft or funds transfer fees), or (b) for products and services that you may purchase through Mobile Banking. We reserve the right to institute or change fees for Mobile Banking after sending you prior notice. See the section entitled "Amending this Agreement or Fees."

#### **D. Mobile Device and Mobile Communications**

You are responsible for providing your own Mobile Device that supports 128-bit encryption. Mobile Banking users must download, install and use certain software systems and programs developed by us, our licensors or other third-parties. We are not responsible for any damage to your Mobile Device resulting from those activities, and you will be engaging in those activities at your own risk. To download Mobile Banking Software, please follow the instructions found in the Mobile Banking section of your Primary Online Banking site. Depending on its make and model, your Mobile Device may need to be capable of receiving an SMS text message to initiate the download.

You are responsible for obtaining your own mobile communications service provider. Your mobile communications service provider may charge you for Internet-related use and for text (SMS) messages, so

please see your mobile carrier for further details about its charges. You are responsible for all fees and charges that you may incur to any mobile communications service provider or any other third parties while using Mobile Banking.

We are not a party to, and we have no duty, liability or responsibility with respect to or in connection with (i) your mobile communications service provider agreement, or (ii) any Mobile Device, hardware, software or other any product or service you may purchase from others relating to your use of Mobile Banking. This Agreement does not amend or supersede any agreements that you have with third parties (such as your Mobile Device supplier and your mobile communications service provider), and you remain subject to all terms, fees, costs, other charges, limitations and restrictions in those agreements with third parties. Your Mobile Device supplier and your mobile communications service provider are responsible for their products and services. You agree that any problems you may have concerning those companies' products, services or agreements shall be resolved by you directly with them, and without involving us.

Your Mobile Device may become subject to unauthorized tracking, "hacking" or other manipulation by spyware, viruses or other malicious code ("malware"). We are not responsible for advising you of the existence or potential effect of any malware. Your use of your hardware and software is at your own risk.

#### **E. Export Controls**

Software programs, materials, tools, and technical data may be subject to U.S. export controls or the trade laws of other countries. You agree to comply with all export control regulations. You also acknowledge that you, not **FNB Osakis**, have the responsibility to obtain such licenses to export, re-export or import as may be required. You agree not to export or re-export to entities on the most current U.S. export exclusion lists or to any country subject to U.S. embargo or terrorist controls as specified in the U.S. export laws.

#### F. Mobile Banking License Rights Generally

In connection with your use of Mobile Banking Software, we and our licensors (or other third-parties who have directly or indirectly granted rights in those software systems and programs with respect to Mobile Banking) will require your agreement to certain license rights arrangements and/or end-user agreements ("Licenses"). By enrolling in portions of Mobile Banking relating to those software systems and programs, and by downloading and installing Mobile Banking Software, you will be evidencing your acceptance of the terms and conditions of those Licenses. We may also condition your use of Mobile Banking Software upon you affirming such Licenses by the use of "I Accept" dialogue box acknowledgements, or by other affirmative or use-based acknowledgement and agreement systems.

We and our service providers (including without limitation third-party providers of Mobile Banking Software) reserve all rights not granted to you in this Agreement and under the terms of such Licenses. If you obtain a different Mobile Device, you will be required to download and install Mobile Banking Software, to that different Mobile Device, under the same terms set forth in this Agreement. You agree to delete all such software from your Mobile Device promptly if the Licenses or this Agreement terminate for any reason. We reserve the right to change, add to, or terminate services with our third-party Mobile Banking Software providers, to substitute different Mobile Banking Software providers, and to enter into or arrange for the provision Mobile Banking Software by other licensors and third-parties.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR THE AGREEMENTS GOVERNING THE TERMS OF ANY LICENSE RIGHT RELATING TO THE USE OR OPERATION OF MOBILE BANKING OR MOBILE BANKING SOFTWARE, MOBILE BANKING SERVICES AND MOBILE BANKING SOFTWARE ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, OR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT, OR ANY OTHER WARRANTY AS TO PERFORMANCE, ACCURACY OR COMPLETENESS. YOUR USE OF THE MOBILE BANKING SOFTWARE AND MOBILE BANKING SERVICES, AND ANY MATERIAL OR SERVICES DOWNLOADED OR OTHERWISE OBTAINED VIA MOBILE BANKING, IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

#### G. Additional Terms and Conditions in Related Agreements with Us

Your use of Mobile Banking is subject to the terms and conditions of your Primary Online Banking Agreement (as amended from time to time). Without limitation, this Agreement is supplemented by your Primary Online Banking Agreement's provisions regarding disclaimers of warranties, limitations on our liability, indemnity, amendments, dispute resolution terms and procedures, and definitions. For consumer customers, this Agreement is also subject to consumer protection provisions in the (personal) Online Banking Agreement, including limitations on consumer customers' liabilities for unauthorized transfers, and contacting us concerning questions or errors. In the event of any specific conflicts between this Agreement and the terms of your Primary Online Banking Agreement, the terms of this Agreement will govern.

In addition, each deposit account or credit account that you access using Mobile Banking, and each transaction made in such accounts using Mobile Banking, remains subject to the general terms, conditions, and agreements governing those accounts (e.g., as applicable, the deposit account agreement, credit cardholder agreement, line of credit agreement, etc.).

#### H. Amending this Agreement or Fees

We may amend this Agreement at any time by sending notice as described in your Primary Online Banking Agreement; provided, however, that this Agreement governs our right to provide you with that notice electronically. You may choose to accept or decline the change. By continuing to use Mobile Banking after the effective date stated in the notice, you are deemed to accept that change.

#### I. Lost or Stolen Mobile Device or Password; Unauthorized Transactions

If you believe your Mobile Device, user name (Login ID), password, or other approved access device has been lost or stolen, or that someone has transferred or may transfer funds from your account without your authorization, contact us AT ONCE at **FNB Osakis** at <u>320-859-2101</u>. For additional information regarding your and our rights and responsibilities regarding unauthorized transactions, please review your Primary Online Banking Agreement and the applicable agreement(s) governing the affected deposit account or credit account.

#### J. In Case of Errors or Questions about Your Account

In case of errors in or questions about your deposit or credit accounts, contact us <u>320-859-2101</u>. For additional information regarding your and our rights and responsibilities regarding errors in or questions about your accounts and how such errors and questions are processed, please review your Primary Online Banking Agreement and the applicable agreement(s) governing the affected deposit account or credit account.

For questions or concerns about the Mobile Banking service itself, you may call us at **FNB Osakis** at <u>320-859-</u> <u>2101</u>. or by mail at: **ATTN: Operations Dept, First National Bank of Osakis, PO Box 580, Osakis, MN** <u>56360</u>

# **Mobile Deposit Terms and Conditions Service**

The Mobile Deposit service ("Service") is designed to allow customers ("You") to deposit checks to their designated checking or savings account ("Account") with First National Bank of Osakis("Bank") using approved mobile devices. Checks are scanned using the camera on the mobile device and securely transmitted to the Bank for review and deposit. By using the Service, you authorize the Bank to convert checks to images or create substitute checks for the purpose of clearing the check.

Acceptance of these Terms . By electronically accepting this Agreement, you are agreeing to all of the terms and conditions outlined within it. Your use of the Service constitutes your acceptance of this Agreement. This Agreement is subject to change. You will be notified of any changes to this Agreement. We will provide you with advance notice if any changes to this Agreement are required by applicable law.

**Fees and Limits.** You agree to the following fees and deposit limits by using this service. Deposit limits are subject to change from time to time.

1	Services	Fees
	Mobile Check Deposit	\$0 / check

Deposit Limits	Amount	Number of Checks
Per Deposit	\$2,500	1
Per Day	\$5,000	10

**Limitation of Service.** When using the Service, you may experience technical or other difficulties. We are not liable for or responsible for any technical difficulties or any resulting damages that you may incur. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you.

Ineligible Checks. You agree that you will not use the Service to scan and deposit any checks as listed below:

- a) Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
- b) Checks payable jointly, unless deposited into an account in the name of all payees.
- c) Checks with any endorsement on the back other than that specified in this Agreement.
- d) Checks containing obvious alteration to any of the fields on the front of the check, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- e) Checks drawn on a financial institution located outside the United States.
- f) Checks not payable in United States currency.
- g) Checks dated more than 6 months prior to the date of deposit or future-dated checks.
- h) Checks that are in any way incomplete.
- i) Checks prohibited by the Bank's current procedures relating to the Service or which are otherwise not acceptable under the terms of your Account Agreement.
- j) Checks on which the numerical and written amount are different.
- k) Checks that have been previously returned unpaid by the financial institution on which they are drawn, including substitute and remotely created checks.
- I) Checks that are payable to cash.
- m) Checks that have previously submitted through the Service or through a remote deposit capture service offered at any other financial institution.

**Image Quality.** The image of a check transmitted to the Bank using the Service must be legible, as determined by the sole discretion of the Bank. The image that is transmitted must be of such quality that the following information can easily be read:

- a) The amount of the check.
- b) The payee.
- c) The drawer's signature.
- d) The date of the check.
- e) The check number.
- f) Information identifying the drawer and the paying bank that is preprinted on the check in a commercially acceptable format, including the routing number, account number and check number.

**Endorsements.** You agree to restrictively endorse any check transmitted through the Service as follows or otherwise instructed by the Bank. Your endorsement must include your signature and a restriction such as 'For Deposit Only'. A check payable to two payees must be endorsed by both payees. If the check is payable to you <u>or</u> your joint owner, either of you can endorse it. If the check is made payable to you <u>and</u> your joint owner, both of you must endorse the check. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

**Receipt of Checks.** We reserve the right to reject any check transmitted using the Service, at our discretion, without liability to you. We are not responsible for checks we do not receive or for images that are dropped during transmission. An image of a check shall be deemed received when the funds are deposited in your account. Receipt of such confirmation does not mean that the transmission was error free or complete. Receipt of such confirmation or funds does not mean that your Account will not be charged back for the amount of the deposit and any applicable fees under the Account Agreement if the check image presented is dishonored or returned unpaid for any reason by the financial institution on which it is drawn.

**Availability of Funds.** You agree that checks transmitted using the Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. For purposes of determining the availability of funds deposited via the Service, you agree that checks transmitted through the Service are classified as "not in-person deposits" as defined in Regulation CC. In general, if an image of a check you transmit through the Service is received and accepted before 3:00 p.m. Central Time (CT) on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Service will generally be made available in three business days from the day of deposit. Bank may make funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as Bank, in its sole discretion, deems relevant.

Deposits confirmed by us before 3:00 p.m. CT	Credited to your account within three business days.
Deposits confirmed by us after 3:00 p.m. CT	Credited to your account within three business days after the following business day.

**Disposal of Transmitted Checks.** Upon proper clearing of funds and confirmation of your deposit from the Bank, you agree to prominently mark the check as "Electronically Presented" and to properly store the check to ensure that it is not presented again for payment. You agree that you will never represent the check to the Bank or any other financial institution. You agree to retain all checks you have deposited through the Service for at least 60 business days and, following the 60 day retention period, you agree to dispose of your check in a manner which will ensure the check will not be presented again.

**Returned Checks.** Any credit which we deposit into your account immediately following a transaction initiated by you will be a provisional credit. If a check that you deposit using the Service is returned or charged back on your account, it will be deducted in full from your account along with any fees that are incurred due to the check's rejection as described in our Fee Schedule and Account Agreements. We are not responsible for any losses incurred as a result of deposits returned on your account.

**Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Service and to modify such limits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. We are not responsible for any losses incurred as a result of rejecting deposits that you have made through the Service which exceed your deposit limits.

**Confirmation of Deposits.** It is your responsibility to verify that your deposit has been completed successfully by signing into the mobile application, viewing the status of your mobile deposit history and verifying the funds are available in your account.

**Qualifications.** Use of the Service is subject to Bank approval. In order to be eligible to use the Service, your account(s) must meet qualification criteria set by the Bank. We will review all accounts for which you are a signer in order to determine your qualification for the Service. If you are not eligible for this Service, we will notify you of our decision. The Bank may, in its sole discretion, revoke your qualification for the Service at any time.

**Hardware and Software.** In order to use the Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by Bank. Visit www.ourbank.com for current hardware and software specifications. Bank is not responsible for any third-party software you may need to use the Service. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third-part software provider at time of download and installation.

**Errors.** You agree to notify Bank of any suspected errors regarding checks deposited through the Service right away, and in no event later than 60 days after the applicable Bank account statement is mailed to you. Unless you notify Bank within 60 days, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against Bank for such alleged error.

**Errors in transmission.** By using the Service, you accept the risk that a check may be intercepted or misdirected during transmission. Bank bears no liability to you or others for any such intercepted or misdirected checks or information disclosed through such errors.

**Mobile Deposit Security.** You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized access to your device. You will notify us immediately by telephone with written confirmation if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we reserve the right to monitor your Mobile Deposit activity, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

**Fees.** Refer to our Fee Schedule for the current amount of our fee for using this Service ('Service Fee'). This Service Fee will be charged per deposit and all Service Fees will be debited at one time from your Account. Use of the Service indicates your acceptance to pay the Service Fee. This Service Fee can be changed at any time per the Bank's discretion. We will notify you at least 30 days before we increase the Service Fee. Continued use of the service after we provide notice of the change in the fee amount indicates your acceptance to pay the new Service Fee amount.

**Ownership & License**. You agree that the Bank retains all ownership and proprietary rights in the Service, associated content, technology, website(s) and app(s). Your use of the Service is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Service. Without limiting the restriction of the foregoing, you may not use the Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Bank's business interest, or (iii) to Bank's actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute or create derivative works form the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service.

**Your Responsibility**. You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible for the security of your mobile device. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if the Service is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us. You will promptly provide any retained check, or a sufficient copy of the front and back of the check, to the Bank as requested to aid in the clearing and collection process,

to resolve claims by third parties with respect to any check or check image, or for the Bank's audit purposes. In addition, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, or disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our technology partners retain all rights, title and interests in and to the Service, Software and Development made available to you.

**DISCLAIMER OF WARRANTIES**. YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR SOLE RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER 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 SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. YOU AGREE AND ACKNOWLEDGE THAT NO EXPRESS WARRANTIES HAVE BEEN GIVEN.

#### 4. LIMITATION OF LIABILITY.

YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

User Warranties and Indemnification. You warrant to Bank that:

- a) You will only transmit eligible checks.
- b) Images will meet the image quality standards.
- c) You will not transmit duplicate checks or checks previously deposited at a financial institution.
- d) You will not deposit or represent the original check.
- e) All information you provide to Bank is accurate and true.
- f) You will comply with this Agreement and all applicable rules, laws and regulations.

You agree to indemnify and hold harmless the Bank from any loss for breach of this warranty provision.

Governing Law and Attorney Fees . The laws of the United States of America shall govern this Mobile Deposit Terms and Conditions agreement, and all actions, claims and defenses shall be brought in Federal Court. In the event of any dispute, the prevailing party shall be entitled to recover its reasonable attorney fees, court costs, collection expenses and litigation costs.

First National Bank of Osakis Member FDIC