

**2<sup>st</sup> Century Bank**

# Online Access Agreement

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## Welcome

This **Online Access Agreement** governs your use of:

- 21<sup>st</sup> Century Bank Online Banking
- 21<sup>st</sup> Century Bank Mobile

This Agreement is revised periodically, and it may include changes from earlier versions. By using 21<sup>st</sup> Century Bank Online Banking Services (21<sup>st</sup> CB Online Services), you agree to the most recent version of this Agreement, which is always available to you online and within the 21<sup>st</sup> Century Bank Mobile App.

## Privacy and Security

Protecting your privacy is important to us. All information gathered from you in connection with using 21<sup>st</sup> CB Online Services will be governed by the provisions of the 21<sup>st</sup> Century Bank Privacy Policy which is available online, within the mobile app, or by calling us.

### Protecting your Log-in Credentials

Prevent unauthorized access to your accounts by keeping your Log-in Credentials confidential and ensure that you log out of 21<sup>st</sup> CB Online Services when you are finished. If you choose to activate a biometric feature (such as fingerprint), it is your responsibility to control access to 21<sup>st</sup> CB Online Services just as you would with your personal ID and password. You acknowledge that any person who has a biometric feature stored in your device may be able to access 21<sup>st</sup> CB Online Services on that device.

**We will never ask you to share your Log-in Credentials.** If you give another person or business access to 21<sup>st</sup> CB Online Services by sharing your Log-In Credentials, you agree that each such third-party will be authorized to act on your behalf, and will be bound by this Agreement (and any separate agreement governing your account). We are not responsible for managing the authority of your third-party relationships, or the use of 21<sup>st</sup> CB Online Services by an authorized third-party using your Log-In Credentials. **Any activity performed using your Log-In Credentials, even if not specifically intended by you, will be presumed to be authorized by you.** If you have shared your Log-In Credentials with a third-party, and wish to revoke such access, you must contact us to block access to 21<sup>st</sup> CB Online Services until new Log-In Credentials are established.

Contact us at **763.767.2178** immediately if:

- You would like to disable or revoke your password;
- You believe that your password or other means to access 21<sup>st</sup> CB Online Services has been lost or stolen;
- You believe that someone may attempt to use 21<sup>st</sup> CB Online Services without your consent.

## Unauthorized Transactions and Errors

If you believe that an unauthorized transaction has been made from your account, contacting us right away will help to reduce possible losses.

**By Telephone** **763.767.2178**

**In Writing** **21<sup>st</sup> Century Bank**  
**17 Washington Avenue N #200**  
**Minneapolis, MN 55401**

## Reporting Unauthorized Transactions

### Consumer Accounts

You will not be liable for unauthorized transactions or transfers involving your Consumer Accounts if you report any unauthorized transactions within **60 days** of when we first deliver a statement to you that discloses an unauthorized transaction. If you do not tell us within **60 days** after the statement was sent to you, you may lose any amount transferred without your authorization after the **60 days** if we can prove that we could have stopped someone from taking the money had you told us in time.

### Business Accounts

We may process any instructions submitted using your Log-In Credentials and such instructions are effective even if you did not transmit or authorize them. You agree to maintain appropriate accounting and auditing procedures to protect your Business from intentional or negligent misuse. You agree to promptly review all paper and electronic statements, notices, and transaction information we provide and to report all unauthorized transactions and errors immediately. You may not be liable for unauthorized transactions if you report them within **24 hours** of the alleged unauthorized transaction posting.

## Reporting Errors

### Consumer Accounts

Contact us at **763.767.2178** as soon as possible if you think your statement or transaction history is incorrect, or if you need more information about any transaction listed in your statement or transaction history. We must hear from you no later than **60 days** after we sent the first statement on which the problem or error appeared. When reporting an error, please be ready to provide all of the following:

- Your name and account number;
- A description of the error or the transaction in question. Please explain as clearly as possible why you believe it is an error, or why you need more information;
- The dollar amount of the suspected error.

If you tell us verbally, we may require that you send your request in writing within **10 Business Days** of your verbal notification. We will tell you the results of our investigation no more than **10 Business Days** after you notify us, and will correct any error promptly. However, if we need more time to complete our investigation, we may take up to **45 days**. In this case, we will provisionally credit your account within 10 Business Days for the amount you think is in error, so you will have use of the money during the time it takes us to complete our investigation. If we ask you to submit your request in writing and do not receive it within **10 Business Days**, we may not provisionally credit your account. For errors involving new accounts, we may take up to **90 days** to investigate your request and up to **20 Business Days** to provisionally credit your account for the amount you think is in error. We will tell you the results within **3 Business Days** of completing our investigation. If we decide there was no error, any provisional credit we provided will be revoked, and you will be responsible for refunding us the full amount of the provisional credit. We will send you a written explanation of why the claim was denied, and you may request copies of documents used in our investigation.

## Managing your Contact Information

Your use of 21<sup>st</sup> CB Online Services may be limited, suspended, or terminated if you do not maintain accurate contact information or if we cannot verify your identity. Changes to your contact information may be made within 21<sup>st</sup> CB Online Services or by contacting us. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate account or contact information.

## Receiving text messages and other communications

**By providing us with a telephone number for a mobile device, including a number that you later convert to a mobile device number, you are expressly consenting to receiving communications-including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system-from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur fees from your mobile service provider.**

You represent that you are authorized to use the email address or mobile phone number that you use for 21<sup>st</sup> CB Online Services, and you expressly consent to the receipt of non-marketing emails or text messages from us.

Message frequency depends on your account settings and how often you use the 21<sup>st</sup> CB Online Services that utilize such functionality. In the event your mobile device is lost or stolen, you agree to update your information and make the appropriate changes to disable the use of your device.

The text messaging features of 21<sup>st</sup> CB Online Services are available from all major wireless operators based in the United States of America (AT&T, Verizon Wireless, T Mobile, Sprint and Metro PCS). Text messages may be delayed (or not delivered) if your mobile device is not in range of a transmission site, placed in airplane mode, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of your wireless operator may interfere with message

delivery, including your equipment, terrain, proximity to buildings, foliage or weather. You acknowledge that urgent alerts may not be punctually received, that your wireless operator does not guarantee that alerts will be delivered, and that we, our Service Providers, and the wireless operators are not liable for delayed or undelivered messages.

## Location-Based Services

If you use any location-based feature (such as Mobile Location Confirmation or our ATM locator) you agree that your geographic location and other personal information (such as your unique device identifier) may be accessed and disclosed through the application or service. You may turn off location-based features at any time through the settings of your mobile device. **If you disable location-based services, other features that use your location may not work until you re-enable location-based services.**

## Features to Help Manage your Accounts

All your eligible accounts are automatically associated with your electronic profile and will appear on the account summary screen. We make every effort to ensure that your use of 21<sup>st</sup> CB Online Services is synchronized between the various means of accessing your account information. There are rare instances, however, where the information available through 21<sup>st</sup> CB Online Services may be delayed or different from the information available using other methods (such as at an ATM or branch location). Additionally, some information available at a branch or ATM may not be immediately available via 21<sup>st</sup> CB Online Services, or it may be described using different terminology. In the event of any discrepancies, the information related to your account(s) provided at a branch location will prevail over the information provided within 21<sup>st</sup> CB Online Services.

**The account information listed on the account summary screen is not a substitute for your official periodic account statement or other correspondence you may receive from us. Any legal notices that normally accompany your mailed statement will either continue to be mailed or delivered to you electronically in accordance with your account preferences.**

## Statements and Notices

You have the right to receive paper statements and other account-related notices for any account that you access electronically, but you may elect to receive electronic versions of account statements and notices (e-statements) as detailed below. Generally, the cycle time for your e-statements will be the same frequency as your paper statements. When you start receiving e-statements, you (and any joint owner) will begin to build a three year electronic document history that will be available within 21<sup>st</sup> CB Online Services.

If you add a joint account owner, the joint owner will be able to see statements from the time he or she becomes a joint owner and may also be able to gain access to information from before the time you added them to the account by searching account history or specific transactions.

**Once you enroll in the electronic presentment of any document, you may no longer receive paper versions of selected documents unless you specifically request it.** Contact us to request a paper copy of any disclosure, notice or other document. Copies of required regulatory disclosures and tax statements will be mailed at no charge. Reverting to paper delivery, requesting copies of previously issued account statements, and requesting copies of checks or other account-specific terms may incur a fee.

You are responsible for downloading and saving your electronic documents for your own purposes. If you close an account, you will no longer have digital access to the closed account or the associated electronic documents. Your final account statement will be produced on paper and mailed to you. You can request a paper copy of any past statement by contacting us.

### **E-Statement Availability Alert**

When you enroll in e-statements, you will be automatically enrolled in e-statements availability alerts. These alerts will be sent in accordance with your notification preferences. Please see the account alerts section for more information on managing your account alerts.

**By enrolling any account in e-statements, you agree that the e-statements availability alert constitutes the date of delivery of such e-statement.** The statute of limitations regarding claims related to any items disclosed in a particular e-statement begins on the date we notify you that an e-statement is available. Any failure to access, view, print and/or save an e-statement will not impact the statute of limitations.

### **Tax Statements**

By default you will receive paper versions of your tax statements.

### **Account Statements and Disclosures**

By default you will receive paper versions of your account statements. Enrollment for e-statements is not required and you must separately enroll in e-statements for each account. If you enroll in e-statements you will also receive electronic versions of any notices that may be periodically provided with your account statements. For example, important annual disclosures that are normally provided with your paper statements will now be delivered to you electronically along with your e-statements.

Any account owner may enroll in e-statements for accounts in which they have an ownership interest. If an account has multiple owners, the enrolled account will no longer appear on any paper statement, but it will be available to all owners who use 21<sup>st</sup> CB Online Services

### **Managing your Delivery Preferences**

You may manage your delivery preferences for e-statements and notices by logging in and updating your profile or by contacting us. If you opt-out of any electronically presented statement or notice, the next available statement or notice will be mailed to you at the address we have on file and the associated account alert will be discontinued. Statements and notices that were previously presented electronically will not be mailed to you.



## Account Alerts

Account alerts are notifications and reminders related to your accounts. Some examples include: low balance alerts, account statement availability alerts and transactional alerts (such as withdrawals over a specified amount). You may choose which account alerts you would like to receive and the account(s) to which the alerts will relate. You agree to notify us of any change to your contact information to ensure continued delivery of your account alerts. Message and data rates may apply, and the message frequency depends on the account settings you select.

### Delivery of Alerts

Account alerts will be sent at various times on any day that transactions meeting your specified criteria occur. You understand and agree that account alerts may not be sent on a “real time” basis and may be sent at the next scheduled delivery time after the specified transaction event occurs. We reserve the right to change the frequency or timing of account alerts.

### Limitations of Account Alerts

Account alerts are for informational purposes only and are not intended to replace your account statements or any other communications we may provide to you regarding your account(s). Some account alerts may be automatically suppressed if we receive notice that you have filed for bankruptcy or if you have otherwise instructed us to cease and desist communication with you in relation to collection efforts on your account(s).

## Features to Help you Move Money

### General Terms

#### Acceptable Use

You agree that you will not use 21<sup>st</sup> CB Online Services for any of the following payments or requests for payments:

- Requests for the payment or collection of an overdue or delinquent debt owed to you, or to request money that is owed to another person;
- Payments to persons or entities located outside of the United States and its territories;
- Payments that violate any law, statute, ordinance or regulation (including, but not limited to, internet gambling).

We reserve the right, but assume no obligation, to terminate your ability to use 21<sup>st</sup> CB Online Services.

#### Account Limitations

Federal Regulation D limits certain types of withdrawals and transfers made from a savings or money market account to a combined total of six per account cycle. This includes withdrawals made by check

or draft to third parties; debit or ATM card point-of-sale (POS) purchases; and pre-authorized withdrawals (such as automatic transfers made by telephone, online, through a mobile device, bill pay and wire). Withdrawals and/or transfers exceeding the six-per-account cycle allowance may result in a change in account type or possible account closure.

Withdrawals and transfers made in person at a 21<sup>st</sup> Century Bank branch or at an ATM are not included in the limit of six per account cycle.

### **Accuracy**

**It is your responsibility to ensure the accuracy of any information that you enter, and you will be responsible for any transaction processed on your Payment Instruction, even if you make an error.**

For example, you are still responsible for the payment if you mistype the account number, the telephone number, or the email address; if you incorrectly entered the dollar amount; or if you duplicate a transaction because you believe the initial, transaction was unsuccessful.

You are responsible for informing us as soon as possible if you become aware that any information you entered is inaccurate. Once informed, we will make a reasonable effort to recover a payment made to the wrong person or entity, but we do not guarantee such recovery, and are not responsible for damages resulting from information that is entered erroneously.

### **Authorization**

When we receive a Payment Instruction from you, you authorize us to debit your Payment Account and remit funds on your behalf.

If there are insufficient funds in the Payment Account to make payments you have authorized, we may either refuse to make the payment or we may make the payment and thereby overdraw the Payment Account. In either case, you are responsible for any insufficient funds or overdraft charges we may impose. We reserve the right to refuse to honor Payment Instructions that reasonably appear to be fraudulent, erroneous, or in violation of this Agreement.

### **Payment Method**

We reserve the right to select the method in which to complete your Payment Instruction. These payment methods may include a payment using an electronic payment or a paper check issued on your behalf. Funds remitted to the payee via paper check will not be deducted from your Payment Account until the paper check is presented to us for payment.

### **Limits on Liability**

Mobile check deposit: You indemnify and hold us and our Service Providers harmless from and against any and all claims, demands, damages, losses, Liabilities, penalties, and expenses (including, without limitation, reasonable attorney fees and court costs) arising directly or indirectly due to any of the following:

- Your failure to follow the check eligibility or endorsement standards outlined in this Agreement;
- Your breach of any check presentment representation or warranty;

- Any of your acts or omissions in the capture, creation or transmission of the Electronic Deposit;
- Any duplicate, fraudulent, or unauthorized presentment of an Electronic Deposit;
- Loss caused by our acceptance of the Electronic Deposit in lieu of the original paper check.

Transfers: We are responsible for your actual losses that are directly caused by our failure to initiate or cancel your properly entered and transmitted Payment Instruction. However, we will not be liable for any of the following:

- If you do not have adequate funds in your Payment Account to complete a transfer from that account, or if that account has been closed, or if withdrawals from your Payment Account have been prohibited by a court order such as a garnishment or other legal process.
- If you have not properly entered a Payment Instruction in accordance with this Agreement, if your computer fails or malfunctions, or if 21<sup>st</sup> CB Online Services was not working properly and this problem should have been apparent to you when you attempted to initiate a Payment Instruction.
- If you do not initiate your Payment Instruction soon enough for your payment to be properly credited by the Payee by the time it is due, or if we make a timely bill payment, but the Payee does not credit your payment promptly after receipt.
- If circumstances beyond our control prevent or delay the execution of your Payment Instruction. Such circumstances include delays or losses of payments caused by telecommunications outages, postal strikes, mail carrier delays, actions of third parties (such as Payees), equipment failures and natural disasters.
- On Consumer Accounts for any indirect, incidental or consequential damages if our failure was not intentional and resulted from a bona fide error, notwithstanding procedures to avoid such errors. We have no liability for indirect, incidental or consequential damages associated with Business Accounts even if we have been advised of the possibility of such damages.

### **Canceling a Payment**

You may cancel or edit your Payment Instructions (including automatic recurring payments) through 21<sup>st</sup> CB Online Services or by contacting us. There is no charge for canceling or editing your Payment Instructions. 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.

### **Stop Payment Requests**

The charge for each stop payment request will be the current charge for such service as detailed in the Service Fee Brochure. Our ability to process a stop payment request will depend on the payment method and whether final payment has been made.

Electronic payments: If your payment is made electronically, and it has already started processing, you have no right to stop payment. (If the payment has not yet begun processing, you may be able to cancel the payment by logging into your account or by contacting us.)

Paper Payments: If the payment is made by a paper check issued on your behalf, and the paper check is still outstanding, it may be possible to stop payment of this item by contacting us to initiate a stop payment request.

If the payment is made by a paper check issued on your behalf, and we have already paid the check, then it is not possible to stop payment of the item.

Recurring Payment or Transfer: To stop a recurring payment or transfer either edit your Payment Instructions with 21<sup>st</sup> CB Online Services or contact us. You must contact us at least three Business Days before the payment is scheduled to occur. If you order us to stop a recurring payment at least three Business Days before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## Mobile Check Deposit

Mobile check deposit is a service that allows you to remotely deposit paper checks into an eligible Consumer or Business account. We will process and collect your Electronic Deposit through the check collection system just as we would with a paper check.

You may only deposit items made payable to you individually or to you alternatively with another person or persons (John Doe or Jane Doe); jointly payable items (John Doe and Jane Doe) may not be deposited using mobile check deposit unless both parties have endorsed the item. We reserve the right to reject any deposit for any reason.

The following items are specifically not eligible for mobile check deposit:

- U.S. Treasury Checks
- Checks, including traveler's checks, that are drawn on banks located outside of the United States
- Checks payable in a medium other than US Dollars
- Non-cash items (as defined under section 229.2(u) of Federal Reserve's Regulation CC)
- Promissory notes and similar obligations, such as savings bonds
- Third-party checks
- Pre-existing substitute checks
- Checks that have been previously returned as unpaid or uncollected
- Checks drawn on your own 21<sup>st</sup> Century Bank account
- Checks more the 180 days old
- Checks that contain erasures or checks that have been altered

## Depositing your Check

If you believe you have deposited a check more than once, please contact us immediately.

Endorse the check: The check must be endorsed by all the payees of the check (except alternate payees) and deposited into one of the payees' accounts. Include 'Mobile Deposit Only'.

Enter the Amount of the Check: Enter the amount of the check carefully, as you are responsible for any errors you make in the mobile deposit process.

Create a Check Image: Mobile check deposit will use the camera on your mobile device to take a picture of the front and back of your check.

Confirmation and Receipt: Within minutes of submitting an Electronic Deposit, you will receive an email from 21<sup>st</sup> Century Bank confirming that your Electronic Deposit was received. The message will indicate the status of the Electronic Deposit as either approved or suspended for further review. If your Electronic Deposit has been suspended, a 21<sup>st</sup> Century Bank representative will approve or reject the deposited item and you will receive a second message with the revised status. If you receive error messages indicating that the Electronic Deposit has been rejected, then the check must be physically deposited at your local bank branch.

Performance of mobile check deposit may be affected by external factors such as communication network latency. An Electronic Deposit is not considered “received” by us unless we send you a message confirming that we have received it.

### **Deposit Limits**

You are limited in the amount that you may deposit at any given time using mobile check deposit. The following deposit limits apply to each account:

- **Per-item limit:** Limits the value of each item you deposit and applies to each separate item you deposit.
- **Daily limit:** Limits the total combined value of all items deposited in a single Business Day and the number of total items deposited. Deposits made after the daily cutoff time or on a non-Business Day (as explained in the Funds availability section of the Agreement) will apply to the daily limit of the next Business Day.
- **Monthly limit:** Limits the total combined value of all items deposited in a single week and the number of total items deposited. For the purposes of deposit limits, a “week” is defined as the current Business Day plus the four previous Business Days.

The deposit limits vary depending on many factors, including your deposit history and the length of your relationship with us. Deposit limits are subject to change as we continually evaluate these factors. Your current deposit limits will always be displayed within the mobile app at the time of deposit.

### **Funds Availability**

This policy only applies to deposits made using mobile check deposit; deposits made at a branch location remain subject to the funds availability policy outlined in the most current version of the applicable account agreement.

We are not liable for transactions you initiate before the funds are available for your use. Until you receive confirmation that the funds are made available, you may not withdraw the funds in cash and we may not use the funds to pay items that you have written or honor other withdrawals you request. If we pay items that you have written or honor other withdrawals before funds are available to you, we may charge a fee for this.

Mobile check deposit is available 24/7/365, but the availability of the accepted deposit is subject to the following processing cutoff times:

- Deposits submitted and accepted before **4:00 pm Central Time** on a Business Day: Generally, the first \$200 of your total daily deposits will be available immediately and the balance of your total daily deposits will be available on the next Business Day.
- Deposits submitted and accepted after **4:00 pm Central Time** on a Business Day (or items deposited on a non-Business Day): These deposits will not be processed until the next Business Day, which will be considered the recorded day of your deposit. Generally, we will make the first \$200 of your total daily deposits available on the recorded day of your deposit with the balance of your total daily deposits available on the next Business Day.

In certain circumstances, and at our discretion, the **deposit may be delayed** for a longer period under the following circumstances:

- We believe a check you deposit with us will not be paid by the issuer.
- You deposit checks totaling more than \$5,000 on any one day, or otherwise exceed your deposit limit.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. In general, funds delayed for the above reasons will be available no later than the seventh Business Day after the recorded day of your deposit.

You are responsible for the items you deposit that are returned to us unpaid and for any other problems involving your deposit even after the item has “cleared”, we have made funds available to you, and we have withdrawn the funds.

### **Returned Items**

If a check is returned to us for any reason, you agree that we may charge your account for any and all fees associated with the return item.

### **Marking, Retaining and Destroying Original Paper Checks**

To mitigate the risk of fraud or the presentment of duplicate items, you agree to clearly mark on the original paper check that the item has been deposited electronically. Do so after you receive confirmation that the deposit was received and accepted for processing by 21<sup>st</sup> Century Bank.

Retention and Destruction: Retain all checks for at least two Business Days after the deposit is made in case a check is returned and you need to re-deposit the original item. You agree to destroy all deposited checks as soon as reasonably possible thereafter and no later than 30 days after deposit.

Re-presentment: If we determine that we require the original paper check to process your deposit, you are responsible for providing to us the original paper check, or if the original paper check has been destroyed, for obtaining a replacement check.

## **Limitations of Mobile Check Deposit**

Once a Check Image has been accepted for deposit, we are not able to delete or remove the item from the collection process and it becomes subject to the “Funds Availability” policy for mobile check deposit.

### **You may not use mobile check deposit if:**

- Your account is less than 90 days old
- The current balance of your deposit account is negative
- Your loan with 21<sup>st</sup> Century Bank is past due
- There are restrictions on your deposit account that prevent you from depositing or withdrawing funds
- 3 or more NSF's within the last three months or 6 or more NSF's within the last six months
- You have more than two returned deposited items in the last three statement cycles

We will take reasonable measures to ensure that mobile check deposit is available, but we are not liable for system failures or temporary service disruptions that cause mobile check deposit to be unavailable. If mobile check deposit is unavailable, you are responsible for carrying out your business through alternative channels.

### **Representations and Warranties.**

With respect to each Electronic Deposit, you make any representation or warranty that would have applied had you deposited the original paper check. This includes representations and warranties we make on your behalf when we transfer, present or originate the Electronic Deposit created from your 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; 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.

## **Transfer between Accounts**

You may transfer funds between the eligible accounts you hold with us. In most cases, you may transfer funds from accounts in which you have an unrestricted right to withdraw funds or borrow money.

### **Timing and Delivery**

Transfers initiated before the daily cutoff time are generally posted immediately. The daily cutoff time is described within the mobile app and in the account agreement for that specific account.

All transfers initiated on a Business Day after the cutoff time, or transfers initiated on a non-Business Day, will begin processing on the next Business Day. In these instances, the date the transaction is processed will be considered the first Business Day, and the funds will be available in accordance with the selected delivery method as calculated from this date.

## Make Payments

With 21<sup>st</sup> CB Online Services, you can make and manage one-time or automatic recurring payments within the United States.

### Types of Payments

One-time payment: You may establish a one-time payment to any Payee located in the United States.

Recurring payments: You may establish recurring payments to loans and lines of credit you hold with us and/or your electronically presented bills. When establishing a recurring payment, you must choose:

- The payment amount;
- The Payment Account;
- The date of the payment;
- The duration of the Recurring payment.

### Scheduling Payments

When scheduling payments, you should select a payment date that is no later than the actual due date, 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 payment date that is at least one Business Day before the actual due date; Payment instructions received on weekends or holidays will be considered received on the next Business Day. **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.**

### Payment Delivery

Payments are typically delivered within one to two Business Days for payees that accept electronic payments and within five to seven Business Days for payees that require paper payments. When establishing a one-time payment, we automatically select the first available payment date for your payee or you may select a future delivery date.

### Early Check Presentment

If a payment is received by the Payee and presented to us for payment before your requested payment date, we will be responsible for any fees and charges you incur as a result of not having sufficient funds due to a payment being presented before your requested payment date. If you notice an item that has posted before the requested payment date, please notify us immediately.

### Unsuccessful payments

We will notify you if we are unable to complete your payment because of insufficient funds in your Payment Account, or if the payment would exceed the overdraft protection limit of your Payment Account.



At our discretion, we may process your Payment Instructions and send funds to the Payee prior to successfully debiting your Payment Account. If we complete such a transaction and are not able to debit your Payment Account, you agree to the following:

- We may attempt to re-debit your Payment Account.
- You will reimburse us immediately upon demand the amount of the payment if we have already delivered the payment to the Payee.
- If applicable, you will pay us insufficient fund fees or overdraft fees incurred from your debit return.
- We are authorized to report the facts concerning the return to any credit reporting agency.

### **Returned Payments:**

Payees may return payments for various reasons such as the Payee account number is not valid, the Payee is unable to locate your account or the Payee account is paid in full.

A payment may also be returned by the USPS for reasons such as the address provided is invalid, or the payee's forwarding address has expired.

For returned payments, we will work with you to correct the returned payment (and return it to your Payee), or we will void the payment and credit your Payment Account.

### **Limitations**

Transaction limits: We reserve the right to limit the frequency and dollar amount of transactions from your Account(s) for security or regulatory reasons.

Payee restrictions: You can only pay Payees within the United States and U.S. Territories. We reserve the right to refuse to pay Payees.

Your bill payments will not include your Payee's standard remittance slip. Some Payees may take more time to process your payment if the remittance slip is not included, and some payments sent without the remittance slip may be processed by your Payee at a different address. As a result, you should contact your Payees to determine the proper address and amount of lead time for scheduling your payments.

Account restrictions: Restricted accounts, including: court ordered blocked accounts, accounts with administrative holds, and accounts that require two or more signatures may not be designated as a Payment Account. If a Payment Account later becomes a restricted account, you agree not to use that account to make payments and you agree to notify us of the change.

## **Additional Terms of Use**

## Software License

You are hereby granted a personal limited license to download, install, and use the 21<sup>st</sup> Century Bank Mobile App on your mobile device.

The license shall be deemed revoked immediately upon any of the following:

- You terminate your enrollment in 21<sup>st</sup> CB Online Services in accordance with this Agreement.
- You delete the 21<sup>st</sup> Century Bank mobile app from your device
- You fail to comply with this Agreement
- We provide written notice to you at any time, with or without cause.

In the event this license is revoked for any of the foregoing reasons, you agree to promptly delete the 21<sup>st</sup> Century Bank Mobile App from your mobile device if you have not already done so.

This license does not amend or supersede any agreements you may have with your mobile service provider or device manufacturer. You understand that those agreements may provide for fees, limitations, and other restrictions that might impact your use of the 21<sup>st</sup> Century Bank Mobile App.

## Other Agreements

This Agreement is in addition to other agreements and disclosures that apply to your account(s). For example, when you access your deposit account using 21<sup>st</sup> CB Online Services, the terms and conditions of your deposit account continue to apply. If, however, there is a conflict between this Agreement and other account terms that specifically reference 21<sup>st</sup> CB Online Services, this Agreement will control in resolving those inconsistencies.

## Equipment

You are responsible for and must provide all mobile devices, computers, and/or other equipment, software (other than any software provided by us), and services necessary to access 21<sup>st</sup> CB Online Services. You may need additional software that is capable of opening PDF files (such as Adobe Acrobat) to view, print, and/or save electronic versions of your documents.

## Links to other Internet Sites and Third-party Services

21<sup>st</sup> CB Online Services may contain links to other websites and services provided, owned or operated by third parties; these links do not imply our endorsement or approval of material on any third-party website. The linked websites are not under our control and we are not responsible for the availability, content, products, services, advertising, or other materials available on the third party websites. The privacy policies of third-party websites may provide less security than our websites, so we strongly encourage you to read the third party's privacy policy before sharing any information with that third party.

All matters concerning third-party websites and services provided or operated by third parties are solely between you and the third party. We make no warranties or representations whatsoever with regard to

any third-party website or service and we are not responsible or liable to you for any damages, losses, or injuries of any kind arising out of your use of any third-party website.

## Intellectual Property Rights

All content connected with 21<sup>st</sup> CB Online Services is the exclusive intellectual property of us, our licensors, and/or Service Providers and it is protected by its copyrights and other intellectual property rights. You are permitted to use content delivered to you through 21<sup>st</sup> CB Online Services only for your personal use. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse-engineer or reverse-compile any technology, including any software or other content associated with 21<sup>st</sup> CB Online Services

The trademarks, logos, and service marks displayed in connection with 21<sup>st</sup> CB Online Services are the registered and unregistered trademarks of us and/or our Service Providers. Under no circumstances may you use, copy, imitate, alter, modify, or change these trademarks. Nothing contained on, in or otherwise connected with these 21<sup>st</sup> CB Online Services should be construed as granting (by implication or otherwise) any license or right to use any trademark without the express written permission of us or the third party, which has rights to such trademark.

All messages, suggestions, ideas, notes, concepts, know-how, techniques, data, applications, mail and other information you may send to us through or regarding any of the 21<sup>st</sup> CB Online Services shall be considered an uncompensated contribution of intellectual property to us and shall become our exclusive intellectual property. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us 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.

### **Accessing 21<sup>st</sup> CB Electronic Services from Outside the United States**

21<sup>st</sup> CB Online Services may not be available in all countries, and you understand that the described products and services are intended for customers located in the United States and U.S. Territories. You also understand that we are based in the United States, and that all information and transactions available within 21<sup>st</sup> CB Online Services are reflected as US currency.

## Export Control

You acknowledge that your use of 21<sup>st</sup> CB Online Services is subject to the United States government export control laws and regulations, which may restrict or prohibit the use, export, re-export, or transfer of 21<sup>st</sup> CB Online Services and any associated software. You agree that you will not directly or indirectly use, export, re-export, or transfer any Online Services except in compliance with applicable US export laws and regulations. Without limitation, you agree that you will not use 21<sup>st</sup> CB Online Services in any embargoed or sanctioned country.

## No Illegal Use

21<sup>st</sup> CB Online Services are intended for customers that are 18 years old or older. You agree not to use 21<sup>st</sup> CB Online Services to conduct any business or activity or solicit the performance of any activity prohibited by law or any contractual provision by which you are bound. You agree to comply with all applicable laws, rules and regulations in connection with 21<sup>st</sup> CB Online Services.

## Changes in Terms of Use

We reserve the right to modify this Agreement at any time. You will receive notice in accordance with applicable law when any changes are made that materially affect your rights. By accessing your account and continuing to engage in 21<sup>st</sup> CB Online Services, you agree to the most recent version of this Agreement.

## Delay or Suspension of Service

We reserve the right to refuse to process any transaction you initiate, and we may suspend your access to 21<sup>st</sup> CB Online Services at any time, for any reason, and without notice. Reasons we may suspend or terminate your use of 21<sup>st</sup> CB Online Services include: you close your account, suspicious account activity, or suspected abuse of terms outlined in this Agreement. Until your account is reinstated for 21<sup>st</sup> CB Online Services, you will not be able to send and/or receive payments using 21<sup>st</sup> CB Online Services. If we terminate or suspend your use of 21<sup>st</sup> CB Online Services, we reserve the right to make no further payments from your accounts, including any payments previously authorized.

Without limiting any other provision of this Agreement, if we or any other Service Provider reasonably believes that your conduct using 21<sup>st</sup> CB Online Services constitutes a “Threatening Condition” (including but not limited to, violation of this Agreement, violation of any applicable laws, rules, regulations, or industry standards, or otherwise poses a threat to any system, equipment, process, intellectual property, or the reputation of us or any Service Provider, we or any such Service Provider may provide you with a notice to cease the Threatening Condition. If, in the reasonable and good faith determination of us or any Service Provider, the Threatening Condition poses an imminent or actual threat (including regulatory investigation, inquiry or penalty) to us or any Service Provider or its systems, equipment, processes, or intellectual property, you agree that we or any other Service Provider may suspend any and all use of 21<sup>st</sup> CB Online Services without notice.

## Term and Termination

We reserve the right to add or eliminate 21<sup>st</sup> CB Online Services, and we may terminate all or part of this Agreement and your use of any or all Online Services for any reason and at any time with or without prior notice as the law requires. You agree that you will immediately stop using 21<sup>st</sup> CB Online Services upon our request.

You may voluntarily terminate your access to 21<sup>st</sup> CB Online Services and withdraw your consent to this Agreement by contacting us. If you terminate your access and/or withdraw your consent to this Agreement, you will no longer have access to any of the 21<sup>st</sup> CB Online Services.

All applicable provisions of this Agreement shall survive termination by either you or us, including, without limitation, provisions related to your liability, intellectual property, warranty disclaimers, limitation of liability, and indemnification.

## No Warranties

Neither we, nor Service Providers, represents or warrants the accuracy, adequacy, and completeness or timeliness of 21<sup>st</sup> CB Online Services, or the error free use of 21<sup>st</sup> CB Online Services. All 21<sup>st</sup> Online Services are provided “as is” and “as available”, without warranty of any kind, either express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose, non-infringement and freedom from a computer virus.

In the event of a system failure or interruption, your data may be lost or destroyed. You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transactions so affected.

## Limitation of Liability; Indemnification

With the exception of protections offered under Regulation E, in no event will we or any Service Providers be liable under any contract, tort, negligence, strict liability or other claim for any direct, indirect, incidental, special, consequential or exemplary damages, including, without limitation, damages for loss of profits, goodwill, use, data, or other intangible losses (even if advised of the possibility of such damages), whether caused by or resulting from (1) the use or the inability to use 21<sup>st</sup> CB Online Services (2) any failure of performance, error, omission, interruption, delay in operation or transmission, computer virus, loss of data, theft, destruction, or unauthorized access to your information; (3) errors, inaccuracies, omissions, or other defects in information or content provided by, contained within, or obtained through any 21<sup>st</sup> CB Online Service, or (4) any other failure, action, or omission.

You agree to indemnify, defend, and hold us and our Service Providers harmless from any and all third-party claims, actions, liability, damages and/or costs (including but not limited to reasonable attorney’s fees) arising from (1) a third-party claim, action or allegation of infringement, misuse or misappropriation based on information, data, files or other materials submitted by you to or through any 21<sup>st</sup> CB Online Service; (2) any fraud, manipulation or other breach of this Agreement by you; (3) any third-party claim, action or allegations brought against us arising out of or relating to a dispute with you over the terms and conditions of an agreement or related to the purchase of sale of any goods or services; (4) your violation of any law or rights of a third party; or (5) use of any 21<sup>st</sup> CB Online Services or use of your account by any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent.

## Waiver

We will not be deemed to have waived any of our rights or remedies with regard to this Agreement unless our waiver is in writing and signed by an authorized officer of 21<sup>st</sup> Century Bank. No delay or omission on our part in exercising any rights or remedies will operate as a waiver. A waiver on one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions.

## Severability and Headings

If any provision of this Agreement is held to be void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of such provision in any other jurisdiction or the validity or enforceability of any other provision in that or any other jurisdiction.

The heads in this Agreement are for convenience or reference only and do not govern the interpretation of provisions of the Agreement.

## Assignment

You may not assign your obligations under this Agreement to any other party and we will not honor any such assignment. We may assign this Agreement and you agree that we have the right 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.

## Complete Agreement

This Agreement represents the sole and exclusive agreement between you and us regarding 21<sup>st</sup> CB Online Services and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject matter hereof. This Agreement is governed by all applicable Federal laws of the United States of America and the laws of the State of Minnesota (without regard to any choice of law provisions thereof).

## Definitions

The following definitions apply in this Agreement:

The words **“we”**, **“our”**, and **“us”** mean **21<sup>st</sup> Century Bank**, and respective affiliates, employees, successors, and assigns.

The words **“you”** and **“your”** mean each account owner and anyone else with access to the account to perform the transactions or receive the services covered by this Agreement. If there is more than one owner, then these words mean each account owner separately and all account owners jointly.

**“Business Account”** means any account established for purposes other than personal, family, or household use. For example, an account established by a sole proprietor, a corporation, a partnership, a limited liability company or any other business entity.

**“Business Days”** include Monday through Friday. The Federal Reserve Bank holidays are not Business Days.

**“Consumer”** means a natural person, and does not include a corporation, limited liability company, or other entity.

**“Consumer Account”** means any demand deposit (checking) or savings established primarily for personal, family, or household purposes.

**“Check Image”** means an electronic image of an original paper draft (check), payable on demand to you, and drawn on (or payable through) an office of a United States Bank.

**“Electronic Deposit”** means the package of information (including the Check Image, dollar amount information, deposit account information, etc.) that is transmitted to us, allowing for the deposit, processing, and collection of the item.

**“Log-In Credentials”** means your personal ID, password, and any other unique biometric attribute (such as fingerprint) used to access 21<sup>st</sup> CB Online Services.

**“Payment Account”** means an account from which the payments you initiate will be debited. Not all accounts may be eligible to be designated as a Payment Account; eligible accounts will be displayed within user interface.

**“Payment Instruction”** means the information provided by you for a payment to be initiated to a Recipient or Payee (such as the amount of the payment, the date of the payment, the recipient’s or biller’s name, address, telephone number, email address, or bank account and routing number).

**“Payment Schedule”** means the pre-authorized payments that you schedule to occur on a specific date or a recurring set of dates.

**“Recipient”** or **“Payee”** means a person or business entity that receives a payment through 21<sup>st</sup> CB Online Services.

**“Sender”** means a person or business entity that receives a payment through 21<sup>st</sup> CB Online Services.

**“Service Providers”** means any processor or other third party that we have engaged to provide remittance capabilities, equipment, or other services in connection with 21<sup>st</sup> CB Online Services. This includes any agent, independent contractor, or subcontractor of any of the foregoing.

## Contact Us

You may contact us through 21<sup>st</sup> CB Online Services, at a branch or by calling **763.767.2178**. Keep in mind that we may not immediately receive electronic messages you send, and we will not take action based on your electronic message until we actually receive it and have a reasonable time to act. If you need immediate assistance, or if you would like to report an unauthorized transaction, please call us.