# **Internet Banking Terms and Conditions**

This Agreement and Disclosures set forth your and our rights and responsibilities concerning the use of our MainBank Online service. In this Agreement, the word "you" and "your" mean those who sign as applicants or any authorized user(s). The words "we," "us" "our" and "Bank" mean First National Bank North, Walker, Minnesota. "Transaction" means debits or credits on an account, including withdrawals, deposits, transfers and purchases. "Internet Banking Service" means the services provided pursuant to this Agreement.

# **OTHER AGREEMENTS.**

The terms and conditions in this Agreement are in addition to any deposit account agreements you have with us, including signature cards, account terms and conditions, schedules, disclosures, and change of terms notices (the "Deposit Agreements"). The terms and conditions in this Agreement are also in addition to any loan or credit agreements you have with us, including documents containing terms and conditions, schedules, and disclosures (the "Loan Agreements").

# ELECTRONIC FUNDS TRANSFER ACT.

Some of the transactions permitted through Internet Banking Service may be governed by the Electronic Funds Transfer Act (the "EFTA"), and some of the terms and conditions of this Agreement are disclosures required by the EFTA.

# JOINT ACCOUNTS.

Each holder of a joint account, acting alone, may perform transactions, obtain information, stop or change payments or transfers, terminate this Agreement or otherwise transact business, take actions or perform under this Agreement. We are not required to obtain the consent of or notify any other joint accountholder or you, about the action of the other. However, each of you will only be permitted to access accounts for which you are an owner, joint owner or authorized user. Joint accountholders are jointly and severally liable under this Agreement. Each of you individually releases us from liability and agrees not to make a claim or bring any action against us for honoring or allowing any actions or transactions where the person performing the action or transaction is one of you or is otherwise authorized to use our Internet Banking Service. Each of you agrees to indemnify us and hold us harmless from any and all liability (including, but not limited to, reasonable attorney's fees) arising from any such claims or actions.

#### COMMERCIAL ACCOUNTS.

We offer eCorp to our Commercial customers. This program enables you to do ACH Batches and Wire Transfers, among many others features. Please contact one of our Customer Service Representative's for details.

# COMPUTER REQUIREMENTS.

This Agreement between you and the Bank governs your use of the Bank's Internet Banking Service, defined as any electronic service provided by the Bank that permits you to access financial services or account information through the use of a personal computer. Access will be provided through the Worldwide Web of the Internet. You are solely responsible for the set up, installation, operation, and maintenance of the equipment you use to access the Internet Banking Service and for providing your own access to the Internet through the Internet Service Provider of your choice. Your browser must support at least 128-bit encryption. We are not responsible for the cost of upgrading your equipment to stay current with the Internet Banking Service. We are not responsible for any errors or failures from any malfunction of your computer and we are not responsible for any computer virus or related problems that may be associated with the use of your computer.

# ACCESS/USE OF THE SERVICE.

To use the Internet Banking Service, you must have at least one deposit or loan account at the Bank and access to Internet Banking Service. You may gain access to the following types of deposit and loan accounts using Internet Banking Service:

Checking accounts.

Savings accounts.

Money market savings accounts.

Certificates of deposit.

Loan accounts.

In general, you will only be permitted to access accounts for which you are an owner, joint owner or authorized user. We may, however, in our sole discretion, deny account access or restrict account transactions under certain circumstances.

To sign up for Internet Banking, please visit our website at www.fnbnorth.com

The Bank will not be liable for any damage that you may suffer arising out of the use of, or inability to use, the services or products provided hereunder. The Bank will not be liable for unauthorized access to the Bank's transmission facilities or premise equipment or for unauthorized access to or alteration, theft or destruction of your data files, programs, procedures or information through accident, fraudulent means or devices, or any other method, regardless of whether such damage occurs as a result of the Bank.

In no event will the Bank be liable for any other damages, including but not limited to, loss of data, loss of revenue or profits, or for any other special, incidental, indirect or consequential damages, arising out of or in connection with the use of the Internet Banking Service or the Internet. Access to the services and the Internet cannot be guaranteed. You may be unable to access any Internet Service Provider or the Internet at any given time, and disconnecting may occur from time to time.

#### **PROHIBITED PAYMENTS**

At the present time, the Bank's Internet Banking Service enables you to:

Perform account inquiries on checking, savings, certificate of deposit and loan accounts.

Obtain statement transaction detail on your checking and savings accounts.

Sort and search information by account, date, amount, check number and transaction type.

Transfer funds between your deposit accounts and make loan payments.

Issue stop payment requests.

Obtain product information.

Send electronic messages (E-Mail) to a Customer Service Representative at the Bank.

#### BILL PAYMENT SERVICE.

You may also separately subscribe to our bill payment service. To subscribe to the bill payment service, you must have at least one checking account with us. If you subscribe to this service, you may use the service to make payments from a designated checking account. You cannot, however, use the service to make payments on loans or lines of credit accounts at the Bank. You may not designate an account that requires two or more signatures to make withdrawals. Payment instructions must include the complete name of the payee, the account number, the payee's remittance address, the amount of payment, and the date you want the payment debited

from the account.

After you issue a payment instruction, payment will be made by transferring funds electronically from your account and either electronically crediting payee's account or by preparing a check made payable to the payee.

You can only pay payees with United States addresses. While most payments can be made using the bill payment service, we reserve the right to refuse to pay certain payees.

You may use the bill payment service to authorize automatic recurring payments. These payments must be for the same amount each month and will be paid on the same calendar day of each month, or on the following business day if the regular payment date falls on a weekend or holiday.

When you have entered and transmitted a payment instruction, you authorize us to reduce your account accordingly. If there are insufficient funds in your account to make payments you have authorized, the Bank may either refuse to pay the item or may make the payment and thereby overdraw the account. In either event, you are responsible for any non-sufficient funds ("NSF") or overdraft charges we may impose, as stated in the Deposit Agreements. We reserve the right to refuse to honor payment requests that reasonably appear to us to be fraudulent or erroneous.

#### ACCOUNT BALANCE INFORMATION.

Balances may include deposits subject to verification by us. Balances may differ from your records due to deposits in process, outstanding checks or other withdrawals, payments or charges. We have the right to cancel transactions if sufficient funds are not available in your account. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

## **BUSINESS DAYS/HOURS OF OPERATION.**

Internet Banking Service is generally available twenty-four (24) hours a day, seven (7) days a week, except during maintenance periods or due to an emergency. However, we only process transactions and update information on business days. Our business days are Monday through Friday, except Bank holidays. Any transaction, request or instruction made on a day that is not a business day will be delayed until the next business day.

#### CUT-OFF TIMES.

Transactions initiated through Internet Banking Service before 3:00 p.m. (Central Standard Time) on a business day are posted to your account the same day. Transactions completed after 3:00 p.m. (Central Standard Time) on a business day, Saturday, Sunday or Bank holiday, will be posted on the next business day.

Internet Banking Service identifies transactions based upon the User ID of the user who made the electronic transfer. Accordingly, you understand and acknowledge that the Internet Banking Service screens may not reflect transactions made by multiple users from the same account if different User IDs are used. You agree to communicate with any other persons with authorized access to accounts concerning any account transactions in order to avoid overdrafts.

#### FUNDS TRANSFER/TRANSACTION LIMITATIONS.

Your ability to transfer funds between certain accounts is limited by federal law, as stated in the Deposit Agreements. For example, you can make no more than six (6) transfers from a savings account during each monthly statement period, and, in the case of a Premier Money Market savings account, no more than six (6) of such transfers may be made by check. Fund transfers made using both Internet Banking Service and the other transfer methods described in the Deposit Agreements are counted against the permissible number of transfers.

We reserve the right to limit the frequency and dollar amount of transactions from your accounts for security reasons.

Each transfer made from a demand deposit account that triggers a line of credit is treated as a cash advance from that account and is subject to terms of the Loan Agreements.

We may not immediately receive correspondence sent by you through E-Mail. Therefore, you should not rely on E-Mail if you need to communicate with us immediately. For example, if you need to report an unauthorized transaction, you must contact us immediately. We will not take actions based on E-Mail requests until we actually receive the message and have a reasonable opportunity to act.

If you have access to funds transfer features of the Internet Banking Service, which include loan payments, we may consider funds transfer requests received from you as having been authorized by you, and we shall be held harmless from executing any such funds transfer request.

When using Internet Banking Service to pay bills, you agree that we may debit an account to pay checks that you have not signed. When using Internet Banking Service to make transfers from credit accounts, you agree that we may take any action required to obtain cash advances on your behalf, including charging a linked credit account at the Bank or at an affiliate, without your signature.

# STOP PAYMENT REQUESTS.

You acknowledge that the stop payment feature of the Internet Banking Service is an alternate entry system for issuing stop payment orders between you and the Bank. When using Internet Banking Service to stop payments, you should follow the onscreen instructions. Prior to requesting a stop payment, you must first verify that the item has not already been posted to your account. If a stopped item has already been paid prior to the Bank's entry of the request, we shall not be liable for any loss incurred by you arising from the event.

You may initiate stop-payment requests online via Internet Banking Service only for paper checks you have written (non-electronically) on your accounts (not bill payer paper drafts). Online stop-payment requests received before 4:00 p.m. (Central Standard Time) are typically processed on the same business day they are received. Stop payment requests received after 4:00 p.m. (Central Standard Time) are typically processed on the next business day. To be effective, this type of stop-payment request must precisely identify the check number, and the amount of the check.

If you elect to cancel or stop payment using Internet Banking Service, such requests will not be effective until we acknowledge receipt. You will incur stop payment charges as disclosed in the current fee schedule for the applicable account. In the event you want to stop a bill pay paper draft, stop payment charges incurred by any third party check processor will be assessed.

#### FEES AND CHARGES.

Fees payable by you for access to and use of the Internet Banking Service shall be at a rate specified in our fee schedule, which may be amended from time to time. We may change fees upon thirty (30) days prior written notice to you. You authorize us to deduct all applicable fees from any deposit account you have at the Bank. You are responsible for telephone and Internet service fees incurred in connection with using Internet Banking Service.

#### STATEMENTS.

You will not receive a separate Internet Banking Service statement. We will mail or deliver to you periodic statements for your accounts with the regularity provided for in the Deposit and

Loan Agreements. In addition to reflecting your other account activity, the statements will include any transactions authorized using Internet Banking Service.

# USER ID AND PASSWORD.

The User ID and password are issued to you for security purposes. You will be required to change your password upon your initial log-in to the Internet Banking Service, and agree to change it regularly thereafter. Upon three unsuccessful attempts to use your password you will be locked out of Internet Banking and will need to contact a Customer Service Representative to have your password reset. You agree to keep your User IDs and passwords confidential to prevent unauthorized access to your accounts and to prevent unauthorized use of Internet Banking Service. You are responsible for any transactions, including charges or fees, made by another person if you provide User IDs or passwords to another person, even if that person is not an accountholder, and that such transactions will be deemed to be "authorized transactions" under the EFTA.

To help safeguard passwords, you should change passwords frequently. You should create a password that uses at least 8-17 characters, one upper case and one numerical for purposes of security. Your passwords should not be associated with any commonly known personal identification, such as social security numbers, addresses, dates of birth, or names of children. For security purposes, you should memorize passwords and not write them down. If you forget a password, you must contact us to have a new temporary password issued.

# SECURITY.

Your role in preventing misuse of your accounts through the Internet Banking Service is extremely important. You agree to promptly review your periodic statement as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your User ID and password are intended to provide security against unauthorized entry and access to your accounts. Do not leave your computer unattended while you are connected to the Internet Banking Service. Data transferred through the Internet Banking Service is encrypted in an effort to provide transmission security. The Internet Banking Service utilizes identification technology to verify that the sender and receiver of transmissions can be appropriately identified by each other. By combining the latest technology with authenticated access to the server, the Bank makes your Internet Banking sessions secure. You must acknowledge, however, that all data transfers, including electronic mail, occur openly on the Internet and could possibly be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Internet Banking Service, or E-Mail transmitted to and from us, will not be monitored or read by others.

#### BANK'S RESPONSIBILITIES.

We are responsible for completing transactions on time according to your properly entered and transmitted instructions. However, we will not be liable:

If, through no fault of ours, you do not have sufficient funds in your account.

If the funds in your account are subject to a dispute, legal process or other encumbrance, restricting such transaction.

If your account has been closed.

If the transaction would cause your balance to go over the credit limit of an established line of

credit or the credit limit for any credit arrangement set up to cover overdrafts, or if the transaction exceeds the balance in your savings account that has been linked to your checking account for overdraft protection.

If withdrawals from any of your linked accounts have been prohibited by a court order such as a garnishment or other legal process.

If you have not properly followed software or Internet Banking Service instructions on how to do a transaction.

If you have not given us complete, correct, and current instructions so that we can complete a transaction or a bill payment.

If you have not properly followed software or Internet Banking Service instructions on how to make a transfer or bill payment.

If you do not authorize a bill payment soon enough for payment to be made and properly credited by the payee by the time it is due.

If we make a timely bill payment but the payee nevertheless does not credit payment promptly after receipt.

If the terminal or system was not working properly and you knew about the problem when you started the transaction.

If your negligence by sharing or handling of User IDs or passwords results in unauthorized account transactions.

If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transaction, despite reasonable precautions that we have taken. There may be other exceptions to our liability as stated in the Deposit Agreements and Loan Agreements.

# NOTICE OF YOUR RIGHTS AND LIABILITIES.

Use of the Internet Banking Service requires a PASSWORD. You agree to keep your PASSWORD secret and to notify us immediately if your PASSWORD is lost or stolen or if you believe someone else has discovered your PASSWORD. We may accept as authentic, any instructions given to us through the use of your PASSWORD. Therefore, you agree that if you give your PASSWORD or allow it to be given to someone else, you are authorizing them to act on your behalf, and we may accept any instructions they give us to make transfers or otherwise use the Internet Banking Service. The Internet Banking Service enables you to change your PASSWORD and we require that you do so regularly.

Tell us AT ONCE if you believe your password has been lost or stolen, used without your authorization, or compromised in any way, or if someone has transferred or may transfer money from your accounts without your permission. Telephoning us at 218-547-1160 during normal business hours is the best way of preventing possible losses.

You could lose all the money in your account (plus your maximum overdraft line of credit, if any). If you tell us within two (2) business days after you learn of the loss, theft, compromise, or unauthorized use of your password, you can lose no more than \$50 if someone uses your password without your permission. If you do not tell us within two (2) business days after you learn of the loss, theft, compromise, or unauthorized use of your password, and we can prove we could have stopped someone from using your password to access your accounts without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from

taking the money if you had told us in time. If a good reason such as a long trip or hospital stay kept you from telling us, we will extend the time period.

# CONFIDENTIALITY.

The Bank may disclose information to third parties about your accounts. We have entered into an agreement to have another party provide the Internet Banking Service. We will provide this party with information about your accounts, transactions, and e-mail messages. We will disclose information to third parties about your accounts or the transactions you make: Where it is necessary to complete transactions. 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 agency or court orders. If you give us your written permission. As otherwise provided by law. To protect your privacy, any information received by or processed through an electronic terminal shall be treated and used only in accordance with applicable law. This section does not limit, alter or amend the Bank's information handling practices and Privacy Policy. Please review the Bank's Privacy Policy for further details.

#### DATA RECORDING.

When you contact Internet Banking Service to conduct transactions, the information and E-Mail messages you enter may be recorded. By using Internet Banking Service, you consent to such recording.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUND TRANSFERS.

If you think your statement is wrong, or if you need more information about a transaction listed on the statement,

Telephone us at: 218-547-1160	Or write to us at:

First National Bank North P.O. Box 520 Walker, MN 56484

# ADDITIONAL ERROR RESOLUTION PROCEDURES.

We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

Tell us your name and account number.

Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is in error or why you need more information.

Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days (5 business days for VISA® Check Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (5 business days for VISA® Check Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or questions in writing and we do not receive it within ten (10) business days, we may not credit

your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

## LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTY.

The Bank will be responsible for acting only on those instructions sent through the Internet Banking Service which are actually received and cannot assume responsibility for malfunctions in communications facilities not under its control that may affect the accuracy or timeliness of messages you send. The Bank is not responsible for any losses or delays in transmission of instructions arising out of the use of any Internet Service Provider or caused by any browser software. Any information you receive from the Bank can only be provided on a best-efforts basis for your convenience and is not guaranteed. The Bank is not liable for any deficiencies in the accuracy, completeness, availability or timeliness of such information or for any investment or other decision made using this information. The Bank is not responsible for any computer virus or related problems that may be attributable to the Internet Banking Service or to any services provided by any Internet Services Provider.

YOU AGREE THAT NEITHER THE BANK NOR ANY PERSON OR COMPANY ASSOCIATED WITH THE BANK SHALL BE LIABLE FOR ANY DAMAGE RESULTING FROM YOUR USE OR INABILITY TO USE OUR WEBSITE, THE PRODUCTS OR SERVICES PROVIDED ON OUR WEBSITE, OR THE MATERIALS ON OUR WEBSITE. THIS PROTECTION COVERS CLAIMS BASED ON WARRANTY, CONTRACT, TORT AND ANY OTHER LEGAL THEORY. THIS PROTECTION COVERS THE BANK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL PROVIDERS MENTIONED ON OUR WEBSITE. THIS PROTECTION COVERS ALL LOSSES INCLUDING, WITHOUT LIMITATION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES, PERSONAL INJURY/WRONGFUL DEATH, LOST REVENUE OR PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION.

THE TOTAL LIABILITY OF THE BANK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND PROVIDERS, IF ANY, FOR LOSSES OR DAMAGES SHALL BE LIMITED TO THE AMOUNT OF YOUR ACTUAL DAMAGES, NOT TO EXCEED U.S. \$100.00. THE LIMIT OF LIABILITY MAY NOT BE EFFECTIVE IN SOME STATES. IN NO EVENT SHALL THE BANK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR PROVIDERS BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES OTHER THAN THE AMOUNT DESCRIBED ABOVE. ALL OTHER DAMAGES, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE, RESULTING FROM ANY USE OF OUR WEBSITE OR MATERIALS ARE EXCLUDED EVEN IF THE BANK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### INDEMNIFICATION.

If you use or misuse our website in a way that causes a lawsuit or other claim of injury against the Bank, you have certain responsibilities. You agree to defend, indemnify and hold the Bank harmless from and against any claims, actions or demands, liabilities and settlements. This indemnification also covers the Bank's officers, directors, employees, agents, and suppliers. Your indemnification includes, without limitation, the costs of reasonable legal and accounting fees.

## USE OF MATERIALS ON OUR WEBSITE.

The materials on our website belong to the Bank. There are some important rules about copying these materials. You may download or print one copy of the materials on our website, but only for your personal, noncommercial use. When you download or print a copy of the materials on our website, you must also include all copyright and other notices that are in the materials, including the copyright notice on the bottom of the page. The materials on our website are protected by United States and foreign copyright laws. If you use the materials in a way that is not clearly allowed by this Agreement, you are violating your contract with us and may be violating copyright, trademark, and other laws. In that case, we automatically revoke your permission to use the materials and you must immediately destroy any copies you have made. Title to the materials remains with us or with the authors of the materials contained on our website. All rights not expressly granted are reserved.

# THIRD PARTY SOFTWARE - VIRUS PROTECTION.

The Bank makes no representations or warranties regarding the accuracy, functionality, or performance of a third party software that may be used in conjunction with the Internet Banking Service. The Bank is not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their PC and diskettes using a reliable virus product to detect and remove any viruses. 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.

## LINKS TO OTHER SITES.

Our website may contain links to websites not operated by the Bank. We provide these links for your convenience, but we do not review, control, or monitor the materials on any other websites. We do not control, guarantee, endorse or have any responsibility for the content, recommendations, products or services provided by the linked sites. We are not responsible for the performance of those sites or for your business dealings with them. We are not liable for any failure of products and services advertised on those sites. Your use of other websites is subject to the terms of use of those sites, including the privacy policies of those sites. Further, any of the linked websites may provide less security than the Bank's website.

#### ADVERTISING.

Our website may include advertisements for products or services offered by other companies. The Bank may receive payment from these advertisers. We do not allow advertisers to have any influence on the information we provide. Although we believe you may find that information offered by advertisers is helpful, the Bank does not endorse or guaranty any product or service offered by advertisers. Our website includes promotional material about the Bank's products and services.

#### YOUR FEEDBACK, COMMENTS AND IDEAS.

While the Bank is pleased to receive feedback, comments and ideas from visitors to its website, we want you to understand that any information that you submit through the website will be considered non-personal, non-confidential, and non-proprietary (other than personal financial information, as that term is defined in our Privacy Statement). If you transmit any ideas, information, concepts, know-how or techniques or materials to us through our website, you hereby grant the Bank an unrestricted, royalty-free, irrevocable license to use, reproduce,

display, perform, modify, transmit and distribute them, and agree that the Bank is free to use them for any purpose.

## SEVERABILITY.

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable.

# JURISDICTION AND VENUE.

You agree that the only proper jurisdiction and venue for any dispute with the Bank, or in any way relating to your use of Internet Banking Service, is in the state and federal courts in the State of Minnesota, U.S.A. You further agree and consent to the exercise of personal jurisdiction in these courts in connection with any dispute involving the Bank or its affiliates, employees, officers, directors, agents, and providers.

This Agreement is governed by the internal substantive laws of the State of Minnesota, without respect to its conflict of laws principles, and the federal laws of the United States.

#### WAIVER.

Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and signed by an authorized officer of the Bank, and shall not constitute a waiver of any other or subsequent default or breach.

#### ASSIGNMENT.

The Bank may assign its rights and delegate its duties under this Agreement to a company affiliated with the Bank or to any other party. You may not assign any of your rights or duties under this Agreement at any time.

#### ENTIRE AGREEMENT.

Except as set forth in the paragraph above on Other Agreements, this Agreement, together with the Enrollment Form and Schedule of Fees and Charges, is the entire agreement between you and the Bank regarding your use of the Internet Banking Service, and it supersedes any prior discussions and agreements between you and the Bank regarding your use of the Internet Banking Service, and supersedes any marketing or other similar material pertaining to the Internet Banking Service delivered to you in writing, verbally or obtained at any Bank site or the site of any Internet Service Provider.

#### CHANGE IN TERMS.

We may amend this Agreement and Disclosures at any time. We may also change the Internet Banking Service, including fees, at any time. If we change any term(s) or condition(s) that would result in a greater cost or liability to you or decrease access to your accounts, we will notify you at least thirty (30) days in advance. Notices mailed or delivered to you under this paragraph will be considered effective if mailed to the most recent address we show for you on the account records, sent to the E-Mail address which you authorized to receive such notices and/or disclosures or by posting the required notice on our website. You understand that by using the Internet Banking Service after you have been notified of the change, and after the change becomes effective, you are agreeing to the change.

We do not need to provide you with any prior notice where an immediate change in the terms or conditions of the Agreement is necessary to maintain or restore the security of our system or an account. However, in these cases, if the change is to be made permanent, we will provide you with a notice of the change with the next regularly scheduled periodic statement we send you if practicable, or within thirty (30) days, unless disclosure would jeopardize the security of our

system or an account.

You agree that changes to fees applicable to specific accounts are governed by the applicable Deposit Agreements, Loan Agreements, Schedules and disclosures.

#### TERMINATION.

You or the Bank may terminate this Agreement and your Internet Banking Service subscription at any time upon giving notice of the termination to the other party. If you terminate Internet Banking Service, you authorize the Bank to continue transactions you have previously authorized and continue to charge monthly fees until such time as we have had a reasonable opportunity to act upon your termination notice. Once we have acted upon your termination notice, we will make no further transactions, including transactions you previously authorized. If we terminate your use of Internet Banking Service, we reserve the right to make no further transactions, including any transactions you have previously authorized. If the Internet Banking Service is terminated by either party, we are not liable for any losses related to payments not made as a result of termination, for example, re-occurring payments that are not made. If you do not login or use your Internet Banking within three months you will be terminated and will have to re-enroll to Internet Banking.

You may cancel your Internet Banking Service at any time by providing a written notice via postal mail to:

#### First National Bank North P.O. Box 520 Walker, MN 56484 Attention: Internet Banking Manager

#### COMMUNICATION.

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

E-Mail Telephone Facsimile

Postal Mail

Electronic messages sent and received via the "Contact Us" option in Internet Banking Service (i.e., once your User ID and Password have been accepted by us and your browser shows that a secure connection has been established) are sent over a secure line. Communications sent over the public Internet are not necessarily secure. Therefore, we will not send, and we strongly suggest that you do not send, any confidential account information unless you are using the electronic communication options. You agree that we may take a reasonable time to act on any e-mail. Correspondence that requires expeditious handling - for example, if you need to report an unauthorized transaction from one of your accounts, or if you need to immediately stop payment on a check you have issued, should be made by calling the Bank. You agree that the Bank may send you electronic messages about other products or services we offer.

#### **RETENTION.**

This Agreement should be printed and retained for future reference.

CONSENT TO ELECTRONIC DELIVERY OF NOTICES.

You agree that any notice or other type of communication provided pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer

disclosures, may be made electronically by posting the notice on the Internet Banking Service website or by E-Mail. You agree to notify us immediately of any change in your E-Mail address. THE FIRST TIME YOU LOG IN TO THE INTERNET BANKING SERVICE YOU WILL BE ASKED TO REVIEW THE TERMS AND CONDITIONS BEFORE YOU CAN PROCEED. IF YOU WISH TO PROCEED, PLEASE INDICATE THAT YOU HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT, AND THAT YOU INTEND TO CREATE A VALID AND BINDING LEGAL CONTRACT BETWEEN YOU AND THE BANK.

Internet Banking Fee Schedule

Stop payments	\$25.00
Check reprint	\$.25 per check
CheckFree Bill Pay Statement reprints	\$4.95 – waived with monthly usage \$.50 for current month, \$2.00 per month thereafter

See First National Bank North Fee Schedule for all other Bank fees.