

American National Bank of Minnesota

myb@nk Personal Online & Mobile Banking Agreement & Disclosure

Welcome to **myb@nk**, American National Bank of Minnesota's (ANBM's) Personal Online & Mobile Banking Service. The first time and each time you access your account(s) through (ANBM's) website (anbmn.com) or through our mobile application, you agree to be bound by all the terms and conditions of this **myb@nk** Personal Online & Mobile Banking Agreement & Disclosure ("Agreement"), as it may be periodically amended. We are providing this Agreement in electronic form. By using **myb@nk** you agree to accept the Agreement in that form. This is our legal agreement with you that governs your use of these services. Please read it carefully.

Terms Used in this Agreement

- "We," "us," "our", and "ANBM" refer to the American National Bank of Minnesota which maintains your ANBM Account(s) and provides you services pursuant to this Agreement.
- "Customer", "you" or "your" refers to the Named Owner of an ANBM Consumer Account or your Authorized Representative.
- " **myb@nk** " refers to all services currently accessible to you through our personal online banking product.
- "Account" refers to any Consumer Account maintained at ANBM.
- "Consumer" refers to a natural person who owns an ANBM Account with respect to which an Internet banking service is requested primarily for personal, family or household purposes.
- "Authorized Representative" refers to a person with authority of any kind with respect to a **myb@nk** Account Transaction.
- "Available Service" refers to any Consumer Account or service, which can be accessed through **myb@nk**.

What This Agreement Covers

This Agreement between you and ANBM where your account is held governs your use of **myb@nk**, an electronic service that permits ANBM customers to access financial services using the Internet. Accounts and services provided by ANBM that you access through **myb@nk** are also governed by other agreements with you.

In addition to this Agreement and other Account Agreements that have been provided separately to you, our Privacy Policy also applies to your accounts. We suggest that you review these items in order to understand all your rights and responsibilities in connection with your use of **myb@nk**.

You may use **myb@nk** to access all of your Accounts with ANBM through the Internet or Mobile application, including your checking, savings, money market deposit accounts, certificates of deposit, and loans.

Accepting this Agreement

You agree to use **myb@nk** solely as provided in this Agreement and the applicable online instructions. When any transfer, payment or Available Service generates items to be charged to your ANBM Account, you agree that we may debit your Account without requiring your signature on the item and without prior notice to you.

Fees

There are no monthly or transaction fees for accessing **myb@nk**. Fees separately disclosed to you in connection with your Accounts apply when using **myb@nk**. Other fees may be assessed and billed separately by your Internet and/or telephone service provider. The fees that have been separately disclosed to you in connection with your Account(s) will continue to apply to those Account(s).

Changes in Terms or Fees

We may change the **myb@nk** Available Service and the terms, including fees, set forth in this Agreement at any time. We will notify you of any such change, as required by applicable law, either by mail or by an electronic message. You understand that by using **myb@nk** after a change becomes effective, you have agreed to it.

Maintaining Your Accounts

You agree to properly maintain your ANBM Accounts, to comply with the rules governing your ANBM Accounts, and to pay any fees associated with the use or maintenance of your ANBM Accounts. Any issue relating to an ANBM Account

or Service which you access through **myb@nk** shall be governed by the law(s) specified in the agreement for that ANBM Account or Service.

Your ANBM deposit accounts and loans that you select for online availability can be viewed and accessed in **myb@nk**. Your ANBM Accounts will continue to be governed by the Terms and Conditions of your Account Agreements and your loan agreements, except where it is noted in this Agreement. This Agreement will control if there is a conflict with your other agreements and this Agreement for **myb@nk**. In addition, each ANBM Account and **myb@nk** service is subject to the following:

- Terms or instructions appearing on any screen when using **myb@nk**;
- ANBM's rules, procedures and policies applicable to your Accounts;
- Rules and regulations of any funds transfer system used in connection with **myb@nk**; and
- Applicable state and federal laws and regulations.

Access to myb@nk

You may access **myb@nk** and your Accounts to check balances, transfer funds, make loan payments, view transaction history, and account statements. To access your ANBM Accounts you must have an Access ID and Password and the required hardware and software. You are solely responsible for having the required hardware and software and for securing an Internet service provider. You will generally be able to access your Accounts 7 days a week, 24 hours a day.

At certain times, **myb@nk** may not be available due to system maintenance or circumstances beyond our control. During these times, you may contact the Accounting Department at (800) 940-8445 or your local ANBM branch office to obtain information about your ANBM Accounts.

Access IDs and Passwords

You will be given Access IDs and Passwords that will give you and each of your Authorized Representatives access to **myb@nk**. During the first login session, you and each of your Authorized Representatives are required to change the Passwords we provide to you. Going forward, Passwords can be changed online at any time in **myb@nk**. Online Passwords are case sensitive and must be a minimum of 8 characters, up to a maximum of 17 characters, and must contain at least 1 Upper, 1 Lower, 1 Numeric, and 1 Special characters.

We are entitled to act upon instructions received under your Access IDs and Passwords. You are responsible for familiarizing all Authorized Representatives with the terms of this Agreement and for keeping your **myb@nk** Access IDs and Passwords confidential.

Protecting Your Access ID and Password

Your Access ID and Password allow you access to **myb@nk**. Your responsibility for transactions and other activities, that occur or are undertaken using your Access ID and Password, includes those transactions and activities that may be taken by anyone using **myb@nk** after logging in with your Access ID and Password. You are responsible for keeping your Access ID and Password confidential, and for ensuring that you have logged out of **myb@nk** when your session is complete to prevent unauthorized persons from accessing your information. You agree that you will be the only user of your Access ID and Password, that you will not transfer or disclose any of this information to any other person, and that you will be responsible for all usage of **myb@nk** and any fees associated with use of other services accessed through your account whether or not authorized by you. Please use maximum caution in protecting your Access ID and Password from disclosure to anyone else. If you share your Access ID and/or Password with people who are not authorized signors on your Account, you are authorizing that other person to act on your behalf and ANBM may accept any instructions from that person regarding transfers and/or other account transactions. Additionally, you agree that ANBM's records will be final and conclusive as to all questions concerning whether or not your Password was used in conjunction with a particular transaction.

Contact us immediately at (800) 940-8445, if you believe that your Access ID or Password has been lost or stolen, or that someone may attempt to use **myb@nk** without your consent or has transferred money without your permission.

Providing Personal Information

You agree to provide true, accurate, current and complete information about yourself as requested, and you agree to not misrepresent your identity.

No Illegal Use of *myb@nk*

You agree not to use *myb@nk* to conduct any business or activity or solicit the performance of any activity, which is 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 *myb@nk*.

Important email Disclosure

ANBM recognizes email as a simple and cost-effective method of communication; however, it is not a secure method of communication. Requests and inquiries requiring immediate attention should not be sent via email. Similarly, personal and account information such as Account Numbers, Access IDs, Passwords, PIN Numbers, or Social Security Numbers should never be sent via email. Because an email message may not be reviewed by a bank representative immediately, you must contact the bank via telephone or in person for immediate attention. Email messages will not serve as a sufficient method for any requirement imposed on you to provide written notice, nor may email messages be used to place a stop payment on a check, request account transfers, or report lost or stolen banking codes and/or cards.

Account Statements

All daily transactions, payments, and funds transfers will appear on *myb@nk* and on your Account Statement(s). You can access current and historical transactional information on *myb@nk*.

You can also export transaction history for your current and previous bank statement in one of several formats for use with your own check reconciliation or other financial application software.

eStatements

Optional eStatements are available to *myb@nk* Online users. ANBM provides an email notification when statements become available for access. Statements are presented in Portable Document Format (pdf) for easy viewing, saving or printing. eStatements are available on *myb@nk* for twenty-four months.

When signing up for eStatements, if the account has multiple owners, the assumption is made that all owners are requesting to have the statement delivered electronically.

Upon receipt of your consent, we will prepare an electronic statement for your account(s) and provide a reminder on a monthly or quarterly basis, as applicable, of its availability. We will send this reminder to a working email address that you provide us.

To access your statement, you must be a registered user of our Online Banking service. You will be required to log in to Online Banking with your Username and Password to view, download and/or print the electronic statement. It is your responsibility to protect your Online Banking Username and Password from unauthorized persons. You agree that it is your responsibility to ensure that the electronic statement cannot be viewed by others.

You understand that by authorizing this eStatement service, you will no longer receive paper statements in the mail. You are responsible for notifying us of any change in your email address ten (10) days before the end of your normal statement cycle. Email us to send notification of an email address change. If your electronic email notification is returned as undeliverable, an attempt will be made to contact you. You understand that if you do not receive an email notification, it does not release you from the responsibility to review your electronic statement promptly and notify the bank of any errors within 30 days of the statement date.

By authorizing eStatement service, you consent to receiving other electronic communication from us including:

- Legal and regulatory disclosures
- Change in terms notices relating to your account
- Annual privacy notice

We reserve the right to provide a paper copy of any communication you have authorized us to provide you electronically.

If you wish to discontinue this eStatement service at any time, please contact any American National Bank of Minnesota office to stop the electronic statement and resume a paper statement. Please notify us at least ten (10) days before the end of your normal statement cycle. If, while using the eStatement service, you need a paper copy of a statement or disclosure, please contact one of our offices. A fee may apply.

Restrictions on Transactions in Savings and Money Market Accounts

Transfers from a Savings or Money Market Deposit Account to another account or to a third party by preauthorized transfer, automatic transfer, telephone transfer, or online banking are limited by federal regulation to six per monthly statement cycle with no more than six by check, draft, or similar order to third parties.

Account Access

All your Accounts at ANBM will be linked by means of a Named Owner or Authorized Representative on those accounts. Each Named Owner or Authorized Representative will be able to access, view and conduct transactions in all of the linked accounts. If your list of accounts does not include an account which you feel should be included, please contact your local ANBM branch office so that we can address this with you.

***myb@nk* Accounts Accessible by More than One Person**

If your Account(s) is owned by more than one person or is accessible by one or more Authorized Representative, each owner or Authorized Representative may individually access the Account(s) in ***myb@nk***. Each owner or Authorized Representative needs a unique Access ID and Password. The terms of this Agreement will apply to each person.

If you have requested that we add an Authorized Representative or Authorized Signer to your Account, that individual is authorized on such terms, conditions and agreements as we may from time to time require to:

- Enter into this Agreement, as amended from time to time;
- Access each Account of yours in any manner and for any purpose available to you now or at some time in the future; and
- Use any ***myb@nk*** service, in any manner and for any purpose now available or available at some time in the future.

Business Days

Our business days are Monday through Friday, except bank holidays as found on our website www.anbmn.com. Internal fund transfers initiated prior to 5:00 P.M. Central Time on a business day will be completed on that day's business. Although fund transfers are processed by ANBM on business days only, you can initiate a fund transfer through ***myb@nk*** 24 hours a day, 7 days a week. Transfers initiated after 5:00 P.M. or on a non-business day will be completed on the next business day.

LIABILITY

Your Liability

Call us immediately at (800)940-8445 if you believe that your Access ID or Password has been lost, stolen, or if you believe someone has transferred or my transfer month from your Account without your permission, or if you suspect any fraudulent activity on your ANBM Account.

You authorize us to credit or charge your Accounts for all transfers initiated through ***myb@nk*** under your Password. You are liable for all these transactions and for all unauthorized transactions to the extent permitted by applicable state and federal law.

Electronic Funds Transfer Regulations for Consumers

myb@nk enables you to transfer funds to or from your ANBM Accounts. The Electronic Funds Transfer Act provides you with certain rights and responsibilities with respect to certain of these transfers, called Electronic Funds Transfers ("EFT") which apply only to EFTs that debit or credit a consumer's checking, savings or other asset account. Your Rights and Responsibilities are fully described in our Electronic Funds Transfer disclosures that have been separately provided to you.

Our Liability

Our liability to you is limited to the extent stated in any other Account and/or loan agreements, notices, and disclosures that are separately provided to you from time to time regarding your ANBM Accounts and/or this Agreement. This section explains the complete extent of our liability to you only to the extent that it has not been separately disclosed to you by any of these agreements, notices, or disclosures.

Neither ANBM, nor any of its Directors, Employees, or Agents makes any representations or warranties of any kind regarding the performance or quality of **myb@nk** or the results that may be obtained from using **myb@nk**. ANBM specifically disclaims any express or implied warranties, including, without limitation, warranties of fitness for a particular purpose, warranties of merchantability or warranties against infringement.

Neither ANBM, nor any of its Directors, Employees, or Agents shall be liable for any damages or losses, including, without limitation, direct, indirect, consequential, special, incidental or punitive damages, resulting from or caused by the use, or attempted use, of **myb@nk**, or its content, including, without limitation, losses related to your use or inability to use **myb@nk**; any errors, omissions or defects in any content; any interruptions or delays in transmission to **myb@nk**; or computer viruses received by you as a result of your use of **myb@nk**. In any event, any liability of ANBM, its Directors, Employees, Agents, Content Providers and Licensors shall not exceed those amounts specifically provided for in this Agreement.

Further, we will not be obligated to honor, in whole or in part, any transaction or instruction which:

- is not in accordance with any term or condition applicable to the relevant service in this Agreement or your ANBM Account Agreement;
- we have reason to believe may not have been authorized by you or any third person whose authorization we believe is necessary, or which involves funds subject to a hold, dispute, restriction or legal process we believe prevents their withdrawal;
- would violate any applicable provision of any risk control program of the Federal Reserve or any applicable rule or regulation of any other federal or state regulatory authority;
- is not in accordance with any other requirement of our applicable policies, procedures or practices; or
- we have reasonable cause not to honor for your protection, or ours.

Indemnification

Except to the extent that we are liable under the terms of this Agreement or an agreement that otherwise governs your Account, if you are an owner of an Account accessed through **myb@nk**, you agree to indemnify and hold us, our Directors, Officers, Employees and Agents harmless from all loss, liability, claims, demands, judgments and expenses arising out of or in any way connected with your Account or the performance of an online service. This indemnification is provided without regard to whether our claim for indemnification is due to the use of **myb@nk** by you or your Authorized Representative.

Third Parties

Except as specifically provided in this Agreement or where applicable law requires a different result, neither we nor our service providers or other agents will be liable for any loss or liability resulting in whole or in part from any act or failure to act of your equipment or software, or that of an Internet browser provider such as Netscape (Netscape Navigator browser) or Microsoft (Microsoft Explorer browser), by an Internet access provider, by an online service provider or by an agent or subcontractor of any of them, nor will we, our service providers or other agents be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of your access to or use of, or failure to obtain access to Online Financial Services through **myb@nk**.

Acknowledgement of Commercially Reasonable Security Procedures

By using **myb@nk**, you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions that are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use as described above (and we have had a reasonable opportunity to act on such notice).

GENERAL PROVISIONS

Termination

Unless otherwise required by applicable law, ANBM may terminate this Agreement and/or your access to **myb@nk**, in whole or in part, at our discretion at any time. If reinstated, the current terms of this Agreement will control. You may request reinstatement of **myb@nk** by calling ANBM at (800) 940-8445 or your local branch office.

Assignment

We may assign our rights and delegate our duties under this Agreement to a company affiliated with us or to any other party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

Changes

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

Notices and Instructions

Unless otherwise required by applicable law, in the event that we are required to provide a notice or other communication to you in writing, that notice, or other communication may be sent to the most recent address shown on our records for your Account.

Except as otherwise expressly provided herein, any written agreement, notice, or instructions to ANBM shall be delivered or sent to:

American National Bank of Minnesota
Attn: Operations Department
1920 South 6th St.
P.O. Box 427
Brainerd, MN 56401
(800) 940-8445 (218) 824-7905 (fax)

Disclosure of Information

The circumstances under which we will disclose information about you or your ANBM Accounts, has been separately disclosed to you in our Privacy Policy and in other disclosures which have been provided directly to you. Our Privacy Policy may change from time to time and is always available online at www.anbmn.com and at our banking locations.

Venue

Any action at law, suit in equity or other judicial proceeding for any claim that cannot be resolved by arbitration or otherwise, the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Minnesota.

Legal Process

If we are served with any notice of lien, attachment, levy, garnishment or other legal process relating to you or your Account, we are authorized without notice to you or any joint Account owner, except where required by law, to withhold the withdrawal or payment of so much of the funds in your ANBM Account that may be the subject of such notice or legal process. We may disburse such amount out of your Account to a court or to such persons as applicable state or federal law either requires or permits because of such powers. We have no liability to you for such withholding or disbursements or for refusal by us to permit withdrawals or payment against your Account because of a court order or other legal process including the return by us of items presented against your Account as unpaid that otherwise would be paid. Any lien, attachment, levy, or garnishment against your Account is subject to our right of set-off as provided in the Agreement unless prohibited by law. You agree to pay our costs and expenses for complying with such legal process, including legal costs and attorneys' fees, costs of research and copying and administrative fees.

Arbitration

You and we agree that all disputes, claims and controversies between us, whether individual or joint in nature, arising from this Agreement shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed. No act to take or dispose of any property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes without limitation, obtaining injunctive relief or a temporary restraining order. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction located in Crow Wing County Minnesota. Nothing in this Agreement shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, which would otherwise be applicable in an action brought by a party, shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation and enforcement of this arbitration provision.

Governing Law

This Agreement will be governed by, construed and enforced in accordance with federal law and the laws of the State of Minnesota, which govern and are applicable to your ANBM Account.

Alerts

Alerts. Your enrollment in **American National Bank of Minnesota** Online Banking and/or Mobile Banking (the "**Service**") includes enrollment to receive transaction alerts and notifications ("**Alerts**"). Alerts are electronic notices from us that contain transactional information about your **American National Bank of Minnesota** account(s). Alerts are provided within the following categories:

- **Mandatory Alerts** provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- **Account Alerts** provide you with notification of important account activities or when certain changes are made to your Service accounts, such as scheduled payments made, scheduled payments cancelled and mobile deposits. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- **Additional Alerts** must be activated by you to be enabled. These Additional Alerts can be accessed from the **Alerts** menu within **American National Bank of Minnesota** Online Banking and **Alerts** menu within **American National Bank of Minnesota** Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time or cancel old Alerts. We usually notify you when we cancel Alerts but are not obligated to do so. American National Bank of Minnesota reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery. We may provide Alerts through one or more channels ("**EndPoints**"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your **American National Bank of Minnesota** Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop Alerts via text message, **text "STOP" to 99588 at any time.** Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in **American National Bank of Minnesota** Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to **99588**. In case of questions please contact customer service at 800-940-8445. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. **American National Bank of Minnesota** provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside **American National Bank of Minnesota's** control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold **American National Bank of Minnesota**, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

Mobile Banking

American National Bank of Minnesota offers its customers mobile access to accounts enrolled in Online Banking. By participating in American National Bank of Minnesota Mobile Banking Services "Mobile Banking Services", you are agreeing to the terms and conditions presented here "Agreement". This Agreement is in addition to your account agreement and disclosures, the Online Banking Agreement, and all rules, laws, and regulations that govern your account(s).

Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless. Data and message rates may apply.

Mobile Banking Services and any software you may obtain from Mobile Banking "Software" may be unavailable at any time for any reason outside of the reasonable control of American National Bank or any service provider.

Privacy and User Information: You acknowledge that in connection with your use of Mobile Banking Services, American National Bank of Minnesota and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking Services or the Software (collectively "User Information"). American National Bank of Minnesota and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking Services and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. American National Bank of Minnesota and its affiliates and service providers also reserve the right to monitor use of Mobile Banking Services and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use: You agree not to use Mobile Banking Services or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking Services or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by American National Bank of Minnesota (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of American National Bank of Minnesota or any third-party service provider involved in the provision of Mobile Banking Services; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose American National Bank of Minnesota, any third-party service provider involved in providing Mobile Banking Services, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking Services or the Software, the security of Mobile Banking Services or the Software, or other customers of Mobile Banking Services or the Software; or (d) otherwise abuse Mobile Banking Services or the Software.

You are responsible for complying with all terms of this Agreement and with the terms of the agreement governing the bank accounts which you access using Mobile Banking Services.

Mobile Deposit

Mobile Deposit Services "Deposit Services" are provided as a part of Mobile Banking Services and are designed to allow you to make deposits to your checking or savings accounts using your approved mobile device from any location by taking pictures of physical checks and delivering the images and associated deposit information to American National Bank of Minnesota or our designated processor.

Eligible items: You agree to take pictures of, and deposit only checks (as defined in Federal Reserve Regulation CC "Reg CC"). You agree that the image of the check transmitted to American National Bank of Minnesota shall be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code. You agree that you will not use Deposit Services to take pictures of checks for deposit that are considered ineligible items. Following is a listing of items considered ineligible, but is not deemed an exclusive list of ineligible items:

- Checks or items payable to any person or entity other than you.
- Checks payable to you and another party who is not a joint owner on the account.
- Checks made payable to a business that you attempt to deposit into a personal account.
- Checks or items containing an alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- Checks that have been previously negotiated.
- Checks that have previously been submitted through Deposit Services or through a service offered at another financial institution.
- Checks or items previously converted to a substitute check, as defined in Reg CC.
- Checks or items drawn on a financial institution located outside the United States.
- Checks or items that are remotely created checks, as defined in Reg CC.
- Checks or items not payable in United States currency.
- Checks or items dated more than 6 months prior to the date of deposit.
- Checks that are post-dated (made payable at some point in the future).
- Checks or items prohibited by American National Bank of Minnesota's current procedures relating to Deposit Services or which are otherwise not acceptable under the terms of your American National Bank of Minnesota account.
- Checks payable on sight or payable through Drafts, as defined in Reg. CC.
- Checks with any endorsement on the back other than that specified in this Agreement.
- Deposits which exceed your per check per day or monthly limit.

Image Quality: The image of an item transmitted to American National Bank of Minnesota using Deposit Services must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.

Endorsements and Procedures: You agree to restrictively endorse any item transmitted through Deposit Services as **“For Mobile Deposit only to American National Bank of Minnesota.”** If the check is made payable to you and another payee, both of you must endorse the check, and it must be deposited into an American National Bank of Minnesota joint account owned by both of you. You agree to follow any and all other procedures and instructions for use of Deposit Services as American National Bank of Minnesota may establish from time to time.

Receipt of Items: American National Bank of Minnesota reserves the right to reject any item transmitted through Deposit Services, at our discretion, without liability to you. When American National Bank of Minnesota receives an image, American National Bank of Minnesota will notify you only if a deposit is rejected. The image is not deemed “received” until it is posted to your account. Acceptance within the Deposit Services application does not mean that the image is free of errors or will be accepted for deposit. Reasons for rejection may include any of the following: incomplete or missing endorsement; illegible check or poor image quality; altered check; or duplicate check. This list is a list of examples only and is not a list of all the reasons that an image of a check may be rejected. American National Bank of Minnesota is not responsible for items not received or for images that are dropped during transmission. Images received will be available to view inside the mobile application. American National Bank of Minnesota further reserves the right to charge back to your account at any time; any item that is subsequently determined not to be an eligible item. You agree that American National Bank of Minnesota is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

“Exception Item” includes, without limitation, an Electronic Item that (a) is illegible or contains MICR data that is not machine-readable, (b) was previously processed as an Electronic Item, or (c) is drawn on banks located outside the United States and is not payable at or through a bank located within the United States. If you attempt to deposit an Exception Item to your account, you shall do so only by depositing the original paper item on which the Exception Item is based or as otherwise agreed between us. Even if American National Bank of Minnesota does not initially identify an item as an Exception Item when American National Bank of Minnesota reviews and processes the item to which the Exception Item relates, the electronic item, substitute check, or the purported substitute check created from it may nevertheless be returned to American National Bank of Minnesota because, among other reasons, the paying bank determines that such item or check is illegible or missing an image. American National Bank of Minnesota’s failure to identify an Exception Item shall not preclude or limit your obligation to American National Bank of Minnesota.

Availability of Funds: Items transmitted using Deposit Services are subject to American National Bank of Minnesota’s Funds Availability Policy. In general, if an image of an item you transmit through Deposit Services is received and accepted before 5:00 p.m. Central Time on a business day that American National Bank of Minnesota is open, that day is considered to be the day of your deposit (federal holidays that American National Bank of Minnesota may be open are considered non-processing days). Otherwise, American National Bank of Minnesota will consider that the deposit was made on the next business day open. American National Bank of Minnesota may delay availability of funds as stated in our Funds Availability Policy.

Check Retention Guidelines: Deposit Services users are required to retain the original paper items for a minimum of 15 calendar days, but no longer than 30 calendar days after they have been transmitted to American National Bank of Minnesota. This provides sufficient time if there is an issue with the image quality or if the original item is required for any other reason. After the retention period, the original paper items should be destroyed to ensure they are not accidentally deposited again.

Check Destruction Guidelines: Deposit Services users are required to securely and irretrievably destroy the original paper items, after the retention period. Do not leave deposited items lying around, and do not put them in trash or recycle containers unless they have been shredded.

Deposit Limits: American National Bank of Minnesota Bank reserve the right to impose limits on the amount(s) of deposits that you transmit using Deposit Services and to modify such limits from time to time. If you attempt to initiate a deposit in excess of these limits, American National Bank of Minnesota may reject your deposit. If American National Bank of Minnesota permits you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and American National Bank of Minnesota will not be obligated to allow such a deposit at other times. Deposit limits are subject to change at any time at our discretion.

Fees: Any applicable fees that may be charged for Deposit Services may be changed at American National Bank of Minnesota's discretion with a notice delivered 30 calendar days prior to the effective change date, as required by applicable law. If the account that you designated for the deposit and fee does not have sufficient available funds to cover the fees, you authorize American National Bank of Minnesota to charge any such fees to any other deposit account you maintain with American National Bank of Minnesota.

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

Errors in Transmission: By using Deposit Services you accept the risk that an item may be intercepted or misdirected during transmission. American National Bank of Minnesota bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

Presentment: The manner in which the items are cleared, presented for payment, and collected shall be in American National Bank of Minnesota's sole discretion subject to your account agreement and disclosures governing your account.

Mobile Deposit Unavailability: Deposit Services may be temporarily unavailable due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and/or Internet software. In the event that Deposit Services is unavailable, you may deposit original checks at any American National Bank of Minnesota banking office.

Cooperation with Investigations: You agree to cooperate with American National Bank of Minnesota in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through Deposit Services in your possession and your records relating to such items and transmissions.

User Warranties and Indemnification

- You warrant to American National Bank of Minnesota that:
- You will only transmit eligible items
- Images will meet the image quality standards.
- You will not transmit duplicate items
- You will not deposit or represent the original item
- All information you provide to American National Bank of Minnesota is accurate and true
- You will comply with this Agreement and all applicable rules, laws and regulations
- You agree to indemnify and hold harmless American National Bank of Minnesota from any loss for breach of this warranty provision

You understand and agree that you are required to indemnify American National Bank of Minnesota and all of our affiliates, officers, employees and agents and hold American National Bank of Minnesota and all of our affiliates, officers, employees and agents harmless from and against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising from your use of Mobile Banking Services and/or any breach of the terms and conditions of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

You understand and agree that you are required to indemnify American National Bank of Minnesota's technology partners and hold harmless their affiliates, officers, employees and agents against any third party claims, suits, proceedings, actions or demands, including claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to American National Bank of Minnesota or your use of Mobile Banking Services or our technology partners' applications relating thereto, unless such claim directly results from an action or omission made by our technology partners in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

DISCLAIMER OF WARRANTIES: YOU AGREE THAT YOUR USE OF MOBILE BANKING SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. AMERICAN NATIONAL BANK OF MINNESOTA DISCLAIMS ALL WARRANTIES OF ANY KIND AS TO THE USE OF MOBILE BANKING SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. AMERICAN NATIONAL BANK OF MINNESOTA MAKES NO WARRANTY THAT MOBILE BANKING SERVICES WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. AMERICAN NATIONAL BANK OF MINNESOTA MAKES NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED USING MOBILE BANKING SERVICES WILL BE ACCURATE OR RELIABLE OR

THAT ANY ERRORS IN MOBILE BANKING SERVICES OR ANY OF THE TECHNOLOGY RELATED THERETO WILL BE CORRECTED.

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

Amendments and Termination

American National Bank of Minnesota may terminate or restrict your Mobile Banking Services under this Agreement without prior notice to you.

You may terminate your Mobile Banking Services at any time by notifying American National Bank of Minnesota and providing your name, address, and the effective date to stop service. You may notify American National Bank of Minnesota by one of the following methods:

- By calling 800-940-8445 Monday through Friday from 8:00 a.m. to 5:00 p.m. Central Standard Time
- By contacting any American National Bank of Minnesota office
- By writing a letter and sending it to: American National Bank of Minnesota, PO Box 427 1920 South 6th Street, Brainerd, MN 56401

Termination by either party will not affect your obligations under this Agreement, even if American National Bank of Minnesota allows a transaction to be completed after the termination of this Agreement. American National Bank of Minnesota reserves the right, in its sole discretion, to change, modify, add, or remove portions of Mobile Banking Services. American National Bank of Minnesota will notify you of any material changes by providing you a revised Agreement. You will be deemed to accept any changes to this Agreement if you continue to maintain and use Mobile Banking Services after you have received any required notice, if applicable.

Governing Law

This Agreement is governed by and shall be construed in accordance with the laws of the state of Minnesota without regard to the conflict of laws principles thereof.

Disputes

Any dispute relating in any way to your use of Mobile Banking Services, to this Agreement, to your account agreement, to the Funds Availability Disclosure, or to our advertising or solicitation practices shall be submitted to confidential arbitration. Arbitration shall be conducted under the rules of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no such arbitration shall be joined to an arbitration or any other action or proceeding involving any other party subject to an agreement with American National Bank of Minnesota governing such party's use of Mobile Banking Services, whether through class action or arbitration proceedings or otherwise.