



# Retail Online Agreement And Electronic Communications Delivery Agreement (E-Sign Disclosure and Consent)

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## Retail Online Agreement

**The Service.** In consideration of the United Prairie Retail Online Service (“United Prairie Retail Online”) to be provided by United Prairie Bank (“we”, “us”, “our”, and “the bank”), as described from time to time in information distributed by United Prairie Bank to its customers. In this agreement, “you” and “your” refers to the person(s) subscribing to or using United Prairie Retail Online. The Customer may use a Personal Computer (“PC”) through an internet connection to obtain account balances and transaction information. The Customer may also use a PC to obtain statements on accounts and to transfer money between accounts.

**Payment of Fees.** Any fees for United Prairie Retail Online shall be payable in accordance with a schedule of charges as established and amended by United Prairie Bank. Charges shall be automatically deducted from your account, and we shall provide to you monthly notice of such debit(s) on your account statement.

**User Code and Password.** Each individual who has access to United Prairie Retail Online, including each individual named on joint accounts, must designate a user code. The user code must be a minimum of six (6) up to a maximum of nineteen (19) characters. Characters used in your user code are case-sensitive, so an “M” is not the same as “m”. The password must be a minimum of ten (10) up to a maximum of seventeen (17) alphanumeric characters, which must consist of at least two (2) alpha (a,b,c) characters containing one (1) uppercase and one (1) lowercase and one (1) numeric (1,2,3) characters. For example, your password may be: aBc12dEfgH. Your password is case-sensitive and it cannot contain any special characters (i.e. #,%&). You will be required to change this password annually for increased security.

**Verified Website** As an added layer of security, United Prairie’s online banking website includes an extended validation (EV) certificate. Once you enter your Access ID and press “Login”, the website address field (URL) turns green. This indicates that you are on a secure, encrypted site. Also, the address field will indicate the owner of the certificate – in this case, our online banking vendor – Fiserv, Inc. When you see this, you can be assured that you are on the correct website and that your information is protected.

**Equipment.** You are solely responsible for your own equipment to access United Prairie Retail Online including, but not limited to, the PC, internet access, and appropriate browser software. We are not responsible for errors, delays, or inability to access United Prairie Retail Online caused by your equipment. We are not responsible for the cost of upgrading your equipment to stay current with United Prairie Retail Online, nor are we responsible, under any circumstances, for any damage to your equipment or the data resident thereon.

**Hours of Operation / Cut-off Times.** United Prairie Retail Online is available 24 hours a day, seven days a week (except during maintenance periods), for inquiries, stop payments, and transfers. The cut-off time each day for Retail Online is 6:00 p.m. CST. The cut-off time each business day (Monday through Friday) for branch banking is 5:00 p.m. CST. Transactions completed after the branch cut-off time will be considered next day’s business. Therefore, these funds would not be available for transfer until the next business day.

**Electronic e-Mail:** We may not immediately receive any e-mail you send to us. We have a reasonable opportunity to take action or respond to e-mail requests. You CANNOT use e-mail to transfer funds or report unauthorized transactions or unauthorized use of your user code or password. You MUST notify us at the phone number or address listed in this Agreement to report unauthorized transactions or unauthorized use of your user code and/or password.

**Authorization to Obtain Information.** You agree that we may obtain/review your credit report from a credit bureau or similar entity.

**Bank Liability for Failure to Complete Transactions.** If we do not complete a transaction to or from your account on time or in the correct amount according to this agreement, we may be liable for some losses or damages. However, there are the following exceptions. We will not be liable:



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- if, through no fault of the bank, you do not have enough money in an account to complete the transaction;
- if the money in your account is subject to legal process or other encumbrances restricting the transaction;
- if the system was not working properly when you started the transaction;
- if circumstances beyond our control (such as fire or flood or systems failure) prevent the transaction, despite reasonable precautions that we have taken; or
- if you incorrectly type required information such as account number, amount or other necessary information.

**Exiting The System.** When you are finished using United Prairie Retail Online, the “Log Off” button must be used to log out of United Prairie Retail Online. If you do not select the “Log Off” button or the System does not detect activity for a period of 20 minutes, you will be automatically logged off.

**Review of Account History and Statements.** You have the capability of viewing up to eighteen (18) months worth of active deposit account history (sometimes more for savings and certificate Accounts) and lifetime history for loan accounts that are active. Once a loan is closed, the history is no longer available in Retail Online. All payments, transfers and/or fees associated with United Prairie Retail Online will appear on your monthly account statement.

**Security Procedures and Browser Requirements.** By accessing United Prairie Retail Online, you hereby acknowledge that you will be entering a protected website owned by the Bank, which may be used only for authorized purposes. We may monitor and audit usage of the System, and all persons are hereby notified that use of United Prairie Retail Online constitutes consent to such monitoring and auditing. Unauthorized attempts to upload information and/or change information on these websites are strictly prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986. To ensure that the highest level of security is used, web browser requirements may be periodically updated. Please visit [www.unitedprairiebank.com](http://www.unitedprairiebank.com) for a current list of supported web browsers.

**Disclosure of Account Information to Third Parties.** We may only disclose information to third parties about your account or the transactions you make:

- where it is necessary for completing transactions or resolving errors involving United Prairie Retail Online; or
- in order to verify the existence and condition of your account for a third party, such as a credit bureau or a merchant; or
- in order to comply with government agency rules, court orders, or other applicable law; or
- to our employees, service providers, auditors, collection agents, affiliated companies, or attorneys in the course of their duties and to the extent allowed by law; or
- if you give us your permission.

**Password and Security.** The security of your transactions is extremely important to the bank. Use of United Prairie Retail Online, therefore, requires a password in addition to the unique user code. If a password is lost or forgotten, please call your local United Prairie Bank (see listing below) immediately. We may require that you verify your identity by providing personal information such as social security number, date of birth or home telephone number. You agree not to give or make available the password or other means to access your account to any unauthorized individuals. Notify your local United Prairie Bank immediately if the password is lost or stolen or if it is believed someone else has discovered the password. It is agreed that if the password is given to someone else, you are authorizing them to act on your behalf, and we may accept any instructions given to make transfers or otherwise use United Prairie Retail Online. United Prairie Retail Online enables you to change your password and we strongly recommend that the password is changed regularly. The bank may be liable for certain security breaches to the extent required by applicable law and regulation. The bank does not assume any other liability or otherwise guarantee the security of information in transit to or from our facilities. Please note that we reserve the right to (1) monitor and/or record all communications and activity related to United Prairie Retail Online; and (2) require verification of all requested transfers in the manner we deem appropriate before making the transfer (which may include your written verification). It is agreed that our records will be final and conclusive as to all questions concerning whether or not the password was used in connection with a particular transaction. If any unauthorized use of your password occurs, you agree to (1) cooperate with the bank and appropriate law enforcement



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authorities in identifying and prosecuting the perpetrator; and (2) provide reasonable assistance requested by the bank in recovering any unauthorized transfer of funds.

### **Notice of Customer Rights and Liabilities.**

Consumer Accounts Only. If we are notified within two (2) business days after you discovered the password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your accounts without permission. Also, if your statement shows activity that you did not authorize, notify your local United Prairie Bank at once. If we are not notified within sixty (60) days after the statement was sent, you may lose any amount transferred without authorization after the sixty (60) days if it can be proven that we could have prevented someone from taking the money if we had been notified in time. **WE CANNOT ACCEPT NOTIFICATION OF LOST OR STOLEN PASSWORDS OR UNAUTHORIZED TRANSFERS VIA E-MAIL.**

Business or other entity (including a sole proprietorship) Only. You agree to monitor your accounts on a daily basis. Notify your local United Prairie Bank immediately if you discover the password or other means to access your account has been lost or stolen or if you identify any activity that you did not authorize. We will have no liability to you for unauthorized account access that occurs before you have notified us of potential unauthorized activity and that we have been provided with a reasonable opportunity to react to that notice. **WE CANNOT ACCEPT NOTIFICATION OF LOST OR STOLEN PASSWORDS OR UNAUTHORIZED TRANSFERS VIA E-MAIL.**

**Errors and Questions.** In case of errors or questions about electronic transactions, telephone your local United Prairie Bank as soon as possible.

Please note: The following information applies to consumer accounts only.

If you think a statement or receipt is incorrect or if more information is needed about a transaction listed on the statement or receipt. The bank must hear from you no later than sixty (60) days after the FIRST statement was sent on which the problem or error appeared. You will need to:

- list your name, contact information (address and daytime phone number) and account number;
- describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and
- tell us the dollar amount of the suspected error.

If we are notified verbally, it may be required to send the complaint or question in writing within ten (10) business days following the date we were notified. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time; however, we may take up to forty-five (45) days [ninety (90) business days if the error involved a new account, a point-of-sale transaction or a foreign-initiated transaction] to investigate your complaints or questions. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. For errors involving new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. If we determine there was no error, we will reverse the previously credited amount, if any, and we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents we used in our investigation.

**Termination.** To terminate access to United Prairie Retail Online, call or stop by your local United Prairie Bank (see listing below) during regular business hours. We reserve the right to terminate United Prairie Retail Online, in whole or in part, at any time with or without cause and without prior written notice. We also reserve the right to temporarily suspend United Prairie Retail Online in situations deemed appropriate by us, in our sole and absolute discretion, including when we believe a breach of system security has occurred or is being attempted. We may consider repeated incorrect attempts to enter the password as an indication of an attempted security breach. Termination of United Prairie Retail Online does not affect your obligation under this Agreement with respect to occurrences before termination.

Revised 11/1/2015



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**Governing Law.** The laws of the state of Minnesota shall govern this Agreement and all transactions hereunder. You acknowledge that you have reviewed this Agreement, understand the terms and conditions set forth herein and agree to be bound hereby.

**Limitation of Liability.** Except as otherwise provided in this Agreement or by law, we are not responsible for any loss, injury, or damage, whether direct, indirect, special or consequential, caused by United Prairie Retail Online or the use thereof or arising in any way out of the installation, operation, or maintenance of your PC equipment.

**Indemnification.** In consideration of being allowed access to United Prairie Retail Online, you agree to indemnify and hold us harmless for any losses or damages to the Bank resulting from the use of United Prairie Retail Online, to the extent allowed by applicable law.

**Assignment.** You may not transfer or assign your rights or duties under this Agreement.

**Waivers.** No waiver of the terms of this Agreement will be effective, unless in writing and signed by an authorized officer of the Bank.

**Amendments.** We can change a term or condition of this Agreement by mailing or delivering via e-mail to you, a written notice at least thirty (30) days before the effective date of any such change. We do not need to provide you with any prior notice where an immediate change in the terms or conditions of this Agreement is necessary to maintain or restore the security of the system or an account. However, even 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 sent, or within thirty (30) days, unless disclosure would jeopardize the security of our system or an account. Notices mailed or delivered to you as discussed in this paragraph will be considered effective if mailed to your most recent address in our Account records, or e-mail address in which you have authorized to receive such notices and/or disclosures.

**Fees.** Online Banking is free and available to any account owner or signer and includes inquiry, transfer, internal payments and transaction export capability.

**United Prairie Bank Locations.**

Jackson .....	202 Grant Street, P.O. Box 25, Jackson, MN 56143 .....	507-847-4700
Madison .....	303 Sixth Avenue, P.O. Box 96, Madison, MN 56256 .....	320-598-7541
Mankato-CityCenter.....	3 Civic Center Plaza, Suite 100, Mankato, MN 56001.....	507-386-4880
Mankato-Hilltop .....	10 Firestone Drive, Mankato, MN 56001 .....	507-344-1450
Mountain Lake ....	1141 Third Avenue, P.O. Box 430, Mountain Lake, MN 56159 .....	507-427-2422
New Ulm .....	200 North Broadway, New Ulm, MN 56073 .....	507-359-2001
Owatonna .....	110 West Rose, Owatonna, MN 55060.....	507-451-6300
Owatonna-SouthBranch....	1801 South Cedar, Owatonna, MN 55060 .....	507-451-6300
Spicer .....	425 Access Drive, P.O. Box 579, Spicer, MN 56288.....	320-796-2151
Waseca .....	1509 North State Street, Waseca, MN 56093.....	507-835-8180
Wilmont .....	323 Fourth Avenue, P.O. Box 8, Wilmont, MN 56185 .....	507-926-5155
Windom .....	1545 First Avenue, Hwy 60 East, Windom, MN 56101 .....	507-831-3000
Worthington.....	905 McMillan, P.O. Box 776, Worthington, MN 56187 .....	507-376-9754



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## **E-Sign Disclosure and Consent**

**Please read this E-Sign Disclosure and Consent Agreement carefully and print or retain a copy for your records.**

Your relationship with United Prairie Bank is important to us and we want to ensure you receive all the information you need to efficiently and successfully manage your accounts. This E-Sign Disclosure and Consent Agreement provides you with an additional option for receiving your account documents. The Electronic Signatures in Global and National Commerce Act (E-Sign) requires United Prairie Bank to provide important information to you prior to consenting to receive communications electronically. We are required by law to give you certain information in writing, which means you are entitled to receive it on paper. With your prior consent, we may provide this information to you electronically. Before you use our electronic services and before United Prairie can send you communications electronically, you must review and consent to the terms outlined below.

### **Scope of Your Consent - Electronic Delivery of Communications**

In this consent, “we”, “us”, and “our” mean United Prairie Bank. “You” and “your” means the person giving this consent, and also each additional account owner, authorized signer, product owner, authorized representative, and/or service user identified on any United Prairie product that you apply for, use or access.

By agreeing to the terms of this Electronic Communications Delivery Agreement, you are consenting to receive electronic Communications from us regarding your account relationships and agree to no longer receive Communications in paper format. These Communications apply to all disclosures, notices, agreements, statements, terms and conditions related to the opening and use of the account(s) which we are required by applicable law or regulation to provide or make available to you in writing. Communications may also include notices of changes in terms, termination notices and information we may provide to you as part of an applicable service. Your consent remains in effect until you give us notice that you withdraw your consent.

We reserve the right to furnish you, and the right to require you to furnish to us, writing or paper copies of information, communications, and/or legal disclosures relating to any account/service, in lieu of and/or in addition to electronic records, at any time at our discretion

There are certain Communications that by law we are not permitted to deliver to you electronically, even with your consent. As long as required by law, we will continue to deliver those communications to you in writing. In the event the law changes in the future and permits any of those Communications to be delivered electronically, this consent will automatically cover those Communications as well.

### **Withdrawing Consent**

You have the right to withdraw your consent to receive communications in electronic form at any time. Please be aware that withdrawal of consent may result in the termination of electronic services including receiving eStatements, notices or billings electronically. Your withdrawal of consent will become effective after we have had a reasonable opportunity to act on it. If you withdraw consent, your account type will remain the same; however, you may be charged a reasonable fee, if applicable, for paper records. Please refer to our current fee schedule for individual product pricing. These fees may change from time to time and we will notify you of any such change.

To withdraw your consent please contact your local United Prairie Bank, identified above. Include in your communication to us your name, address, and account number(s). Any withdrawal of consent for electronic communications may also apply to all electronic account statements that you currently receive from us, and all future statements and legal disclosures will be sent to you in paper format.



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### **Email Address**

In order to provide electronic communications to you we must maintain your valid email address at all times. You agree that you will maintain a working individual email address to enable you to receive the above communications. It is your responsibility to notify your local United Prairie Bank office of any changes to your email address, your contact information, and other information relating to your account(s) (see above listing).

### **Requesting Paper Records**

If, after you consent to receive Communications electronically, you would like a paper copy of a Communication we previously sent you, you may request a copy by contacting your local United Prairie Bank office listed above. We may charge you a reasonable fee for the paper copy unless charging a fee is prohibited by applicable law. Please refer to the applicable agreement or fee schedule for any fee that may apply for paper copies.

### **Software and Hardware Requirements**

In order to access, view and retain electronic communications that we make available to you, you must have a computer or electronic device with access to the Internet and at least one product from each section below to continue:

- Operating Systems
  - Microsoft Windows® XP, Vista or Windows 7, 8, 8.1
  - Apple Mac® OS 10.7, 10.8, 10.9, 10.6
- Browsers
  - Apple Safari 6+ (Mac OS only)
  - Google Chrome
  - Internet Explorer 8.0 or higher
  - Mozilla Firefox
  - Opera
- Supporting Software
  - Adobe Reader software to access and view documents provided to you in PDF format

To retain or print any information received, you will need the following:

- A printer for printed copies; or
- Working hard drive or other storage device for electronic copies

By affirmatively consenting, you confirm that you have access to the required hardware and software. You must obtain and maintain, at your expense, such compatible hardware and software as specified by United Prairie from time to time.

You should have current anti-virus/malware software installed on your computer and keep the software updated. It is important that you download and install all security updates, version updates, and software updates as provided by your operation system and/or internet browser software provider in a timely manner. These updates may address software vulnerabilities that hackers or malware could otherwise take advantage of.

### **Changes to Hardware and Software Requirements**

If our hardware or software requirements change and, in our opinion, that change would create a material risk that you would not be able to access communications and/or online services, we will give you notice of the revised hardware or software requirements. Your continued use of online services after we send you notice of the change is reaffirmation of your consent

We may discontinue the support of any Internet browser or other software at any time and without advance notice if United Prairie Bank believes that it contains a security flaw or other flaw that creates a risk or otherwise makes it unsuitable for use with our communications and/or online services. This could result in the unavailability of communications and/or online services to those individuals with the identified internet browser or software discontinued.



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**Termination**

We reserve the right, in our sole discretion, to discontinue the provision of your electronic communications, or to terminate or change the terms and conditions on which we provide electronic communications. We will provide you with notice of any such termination or change as required by law.

**Security**

You agree to protect your username and password. You are responsible to maintaining the confidentiality of your account password and for restricting access to your computer or electronic device. You agree to notify United Prairie Bank promptly of any unauthorized use of your password or breach of security.

**Consent to Retail Online Banking and Consent for Electronic Delivery of Account Communications**

By clicking "I agree" below, you consent to the terms of the Retail Online Agreement.

Furthermore, by clicking "I agree" below, you consent to the electronic delivery of disclosures, notices, statements, and other Communications provided to you from United Prairie Bank regarding your account(s) selected. (After your consent, you will be prompted to select which of your accounts ESign will apply to). By providing consent, you are also confirming that you have the necessary hardware and software described above, that you are able to receive and review electronic records, and that you have an active email account. In addition, you are confirming that you are authorized to, and do, consent on behalf of all the other account owners, authorized signers, product owner, authorized representative, and/or service user identified with your United Prairie accounts/services.