

# **CORNERSTONE BANK**

## **INTERNET BANKING AGREEMENT AND DISCLOSURE STATEMENT**

### **AGREEMENT**

This agreement is a contract which establishes the rules that cover your electronic access to your accounts at Cornerstone Bank through Cornerstone Bank's Internet Banking System.

The terms and conditions of the deposit agreements and disclosures for each of your Cornerstone Bank accounts, as well as your other agreements with Cornerstone Bank, such as loans, continue to apply notwithstanding to anything to the contrary in this Agreement.

The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and Cornerstone Bank's successor and assignors.

### **ACCESS**

To use the Internet Banking System, you must have at least one checking, savings, certificate or loan account at Cornerstone Bank, access to internet service, and an e-mail address.

You will be able to view and access any accounts for which you are a co-owner or authorized signer. Certain accounts with restricted access will not be allowable for access. Accounts that require more than one signature will not be eligible.

### **BUSINESS INTERNET BANKING USERS**

Each authorized signer on a business account may enroll in Cornerstone Bank Internet Banking. Each authorized signer on a business account will be required to use their own social security number to enroll.

If any authorized representative of the business is no longer an authorized user of Cornerstone Bank Internet Banking, it is the responsibility of the business to contact us and have that individual removed from the accounts and Internet Banking.

The Company agrees to hold Cornerstone Bank harmless and indemnify Cornerstone Bank from any claims it otherwise may have against Cornerstone Bank for any and all acts of any employees or persons it grants access, including those granted access to the accounts if they are not authorized signers on the accounts.

## **BANKING SERVICES**

You can use the Internet Banking System to check the balance of your Cornerstone Bank accounts, view Cornerstone Bank account transactions, transfer funds between your Cornerstone Bank accounts, view the past 18 months of bank statements, and view current cycle statement images.

## **HOURS OF OPERATION**

You can use the Internet Banking System seven days a week, twenty-four hours a day, although some or all of the Internet Banking Services may not be available occasionally due to emergency or scheduled system maintenance.

## **YOUR PASSWORD**

For security purposes, you will determine what password you will use and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your access to the Internet Banking System will be revoked. You must wait 30 minutes and the system will reestablish the password. After two (2) automatic resets, you will be permanently locked out and will need to contact Cornerstone Bank to reset the password.

You will be required to create a password that is a minimum of twelve (12) characters and no more than seventeen (17) characters in length, with at least two (2) alpha and two (2) numeric characters. You will be required to change your password every twelve (12) months. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down.

## **SECURITY Security**

You understand the importance of your role in preventing misuse of your accounts through the Internet Banking System and you agree to promptly examine your paper statement of each of your Cornerstone Bank accounts 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 password and username are intended to provide security against unauthorized entry and access to your accounts. Data transferred via the Internet Banking System is encrypted in an effort to provide transmission security and the Internet Banking System utilizes identification technology to verify that the sender and receiver of the Internet Banking System

transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that the Internet Banking System is secure,

you acknowledge that the internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Internet Banking System, or email transmitted to and from us, will not be monitored or read by others. It is your responsibility to safeguard your username and Password. Anyone to whom you give your username and Password or other means of access will have full access to your accounts, even if you attempt to limit that person's authority.

### **Security Procedures**

By accessing the Internet Banking System, you hereby acknowledge that you will be entering a protected website owned by Cornerstone Bank, which may be used only for authorized purpose. Cornerstone Bank may monitor and audit usage of the Internet Banking System and all persons are hereby notified that use of services constitutes consent to such monitoring and auditing. Unauthorized attempts to upload information and/or change information on this site are strictly prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986.

### **POSTING OF TRANSFERS**

Transfers initiated through the Internet Banking System before 6:00 p.m. (Central Standard Time) on a business day are posted to your account the same day. Transfers completed after 6:00 p.m. (Central Standard Time) on a business day, Saturday, Sunday, or banking holiday, will be posted on the next business day. The Internet Banking System identifies transfers based upon the user who made the electronic transfer. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers or bill payments from your accounts in order to avoid overdrafts.

### **RESTRICTIONS ON TRANSFERS FROM SAVINGS AND MONEY MARKET ACCOUNTS**

The number of withdrawals or transfers from Cornerstone Bank accounts is limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts.

Deposits: You may make an unlimited number of deposits into a savings or money market account by any method.

Withdrawals/Transfers:

You may not make more than six withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, including withdrawals and transfers initiated by check, draft, debit card (if applicable) or similar order to a third party. Unlimited withdrawals are permissible in the following instances: automatic (preauthorized) transfers for the purpose of paying loans at our institution; transfers or withdrawals

made by mail, messenger, ATM or in person; withdrawals initiated by telephone and consummated by a check mailed to you.

### **DISCLOSURE OF ACCOUNT INFORMATION AND TRANSFERS**

Cornerstone Bank is committed to protecting your security and confidentiality. We will guard your information from third parties except for the following reasons:

- Where it is necessary for completing transfers
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant
- In order to comply with laws, government agency rules or orders, court orders, subpoenas, or other legal processes
- In order to give information to any government agency or official having legal authority to request legal processes
- If you give us written permission

### **PERIODIC STATEMENTS**

The date and amount of transfers made through the Internet Banking System will be shown on the Internet Banking System screen and will also be shown on your statement for the accounts from which and to which the transfer was made.

### **CHANGE IN TERMS**

We may change any term of this Agreement at any time. If the change would result in increased fees for any Internet Banking System, increased liability for you, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least thirty (30) days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or electronic funds transfer system. We will post any required notice of the change in terms on our website or forward it to you by e-mail or postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within thirty (30) days after the change become effective. Your continued use of the Internet Banking System indicates your acceptance of the change in terms.

### **ERRORS AND QUESTIONS**

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) 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 (five (5) business days if the transfer involved a point-of-sale transaction and twenty (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 (ninety (90) days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or questions. If we decide to do this, we will credit your account within ten (10) business days (five (5) business days if the transfer involved a point-of-sale transaction and twenty (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 question 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 thirty (30) days after the first deposit is made, unless each of you already has an established account with us before the account is opened.

If we decide that there was no error, we will send you a written explanation within three (3) business days after completing our investigation.

You may ask for copies of the documents that we used in our investigation.

## **FINANCIAL INSTITUTION'S LIABILITY**

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

## UNAUTHORIZED TRANSFERS

**(a) Consumer liability.** (1) Generally, tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days, after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code 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, including those made by card, code or other means, 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 a hospital stay) kept you from calling us, we will extend the time period.

**(b) Contact in event of unauthorized transfer.** If you believe that someone has transferred or may transfer money from your account without your permission, for example, by using the information from your check, call or write us at the telephone number or address listed in this disclosure.

## SECUREALERTS

**Alerts.** Your enrollment in Cornerstone Bank Online Banking and/or Mobile Banking (the “Service”) includes enrollment to receive transaction alerts and notifications (“Alerts”). Cornerstone Bank may also provide other options for alerts or notifications for your convenience in other platforms; other platforms may be subject to additional Terms and Conditions. Alerts are electronic notices from us that contain transactional information about your Cornerstone Bank account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. 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. Cornerstone Bank 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 Cornerstone Bank Online Banking message inbox. 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. After reasonable time to process, 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 41952 at anytime. 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 Cornerstone Bank Online Banking. For help with SMS text alerts, text "HELP" to 41952. In case of questions please contact customer service at 888-297-2100. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

**Limitations.** Cornerstone Bank 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 Cornerstone Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Cornerstone Bank, 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.

## **DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY**

We make no warranty of any kind, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Internet Banking System provided to you under this Agreement. We do not and cannot warrant that the Internet Banking System will operate without errors, or that any or all the services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents, or contractors are not liable for any indirect, incidental, special, or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to the Internet Banking System, including loss of profits, revenue, data, or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the

liability of Cornerstone Bank and its affiliates exceed the amounts paid by you for the services provided to you through the Internet Banking System.

### **TERMINATION OR DISCONTINUATION**

This agreement continues in full force and in effect until terminated. You may terminate this Agreement and your use of Cornerstone Bank's Internet Banking System at any time by sending a written termination notice. Your termination notice will be confirmed by mail. You authorize us to complete fund transfers until we have had a reasonable opportunity to act upon your termination notice.

You agree that we may terminate this Agreement and your use of Cornerstone Bank's Internet Banking System at any time without cause or prior notice. We reserve the right to temporarily suspend the Internet Banking System in a situation 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 your Password as an indication of attempted security breach.

If your Cornerstone Bank Internet Banking has been inactive for a consecutive 90 day period, we may terminate your Internet Banking. After termination, you may again enroll as long as you have a checking, savings, certificate or loan at Cornerstone Bank.

### **CONSENT TO ELECTRONIC DELIVERY**

You agree that any notice or other type of communication provided to you 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 Cornerstone Bank's website or by e-mail. You agree to notify us immediately of any change in your e-mail address.

### **INDEMNIFICATION**

Customer, in consideration of being allowed access to Cornerstone Bank's Internet Banking System, agrees to indemnify and hold Cornerstone Bank harmless for any losses or damages to the Bank resulting from the use of the service, to the extent allowed by applicable law.

By using Cornerstone Bank's Internet Banking System, you agree to abide by the terms and conditions of this agreement and acknowledge your receipt and understanding of the disclosures contained in this agreement.



## COMMUNICATIONS BETWEEN CORNERSTONE BANK AND YOU

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

**E-mail** You can contact us by sending an e-mail to [customerservice@cornerstonebanks.net](mailto:customerservice@cornerstonebanks.net). Please note that any message sent using this feature is transmitted via normal e-mail and may not be secure. Please do not include any confidential information, such as account numbers or details, tax ID numbers, or any other information you want kept confidential.

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**Telephone** – You can contact us by telephone at: 1-888-297-2100

**Standard Mail** – You can write us at: 2280 45<sup>th</sup> St S, Fargo, ND 58104