

# Heritage Bank Online Banking Agreement

## 1. General Terms and Scope

a. The use of Online Banking requires that you read and agree to the terms and conditions of this Online Banking Agreement ("Agreement"). When you click "Submit" and use Online Banking, these actions indicate that you or anyone you authorize (collectively referred to as "you"), are acknowledging that you have read, understood and agree to all terms and conditions within this Agreement. If you do not agree to the terms and conditions in this Agreement, do not register for Online Banking or any features within our Online Banking Services, such as ePay Online Bill Pay, Mobile Banking, Account Alerts and Bank to Bank Transfers. If you have any questions or do not understand any terms of this agreement, please contact the Bank prior to your use of the services.

b. By entering into this Agreement, *you certify that you are at least 18 years of age or older and that you have the authority to conduct transactions for the accounts you request access to through Online Banking.* You agree not to use the Service to conduct any business, activity or solicit the performance of any activity that is prohibited by law, or any contractual provision by which you are bound. You agree to comply with all applicable laws and regulations in connection with our Online Banking.

c. Your use of Online Banking is governed by this Agreement and any terms of use for Online Banking services, as well as other documents provided to you at time of account opening (Terms and Conditions, Regulatory Disclosures, Privacy Policy, Fee Schedules, etc.) Any future amendments to any or all of these documents are hereby incorporated as part of this Agreement as well. In addition, if you have enrolled in Mobile Banking, your use of Online Banking via your mobile device is also subject to the Mobile Banking Agreement/Terms and Conditions. Also if you enroll for ePay Online Bill Pay service, those activities are governed by the ePay Online Bill Pay Agreement as well. Such documents, disclosures and policies represent the sole and exclusive agreement between you and Heritage Bank regarding Online Banking, superseding any and all previous written or oral agreements and understandings regarding Heritage Bank's Online Banking services. The terms and conditions of the agreements and disclosures for each of your deposit and loan Accounts continue to apply notwithstanding anything to the contrary in this Agreement. In the event of any conflict between this Agreement and any other agreement governing your deposit or loan Accounts, this Agreement (or your agreement for Mobile Banking or ePay Online Bill Pay service) will control regarding your online access and online usage of your account(s).

## 2. Definitions of Terms

a. "Bank," "we," "our," and "us," refer to Heritage Bank, N.A.

b. "You" and "your" refer to any person that is a signer on an Account or a representative who has the authority to access the Account through Online Banking.

c. "Account" or "Accounts" refer to your deposit and loan accounts established at the Bank, including lines of credit

d. "Business day" means any day Monday through Friday, except bank holidays.

e. "Consumer Account" means a checking, savings or money market Account established by an individual primarily for personal, family or household purposes.

f. "Non-Consumer Account" means a checking, savings or money market Account established by an entity (business, organization, association, government, trust, estate etc. which not a natural person or was established by a natural person in order to conduct transactions primarily for business, commercial or agricultural purposes.

g. "Website" refers to the Bank's Online Banking website which is found at <http://www.heritagebankna.com>.

h. "Online Banking" means the Internet-based banking service provided by the Bank through this Agreement.

i. "Access ID" means the unique user name that you select when establishing your Online Banking relationship with us.

j. "Password" is the secret word or phrase that you select and meets the requirements for Online Banking access.

k. "Token" refers to a physical device given to Non-Consumer Online Banking users to aid in the authentication of the user and further secure the logon process.

l. "ePay" or "Online Bill Pay" means a third party bill payment service or electronic bill presentment service that you select in addition to Online Banking. Once enrolled in ePay, you may also use Popmoney, a service that allows you to pay individual people directly. These services are available for Consumer Accounts only and governed by a separate Agreement which you must accept prior to using Online Bill Pay.

m. "Transfer Instructions" are instructions you give us through Online Banking to transfer funds between Accounts you can access through Online Banking.

n. "Electronic message" means an electronically transmitted message that allows the text to be displayed on equipment in the recipient's possession (personal computer, mobile phone, tablet, ipod and any future developed Internet or App enabled devices). An electronic message is considered written notice for purposes of this Agreement.

### 3. Consumer Protection Provisions

**a. Consumer Account Provisions.** Certain provisions of this Agreement apply only to Consumer Accounts, which as defined above means a checking, savings or money market account established by an individual primarily for personal, family or household purposes. The consumer protection provisions of the federal Electronic Fund Transfer Act and Regulation E of the Board of Governors of the Federal Reserve/Consumer Financial Protection Bureau apply only to electronic fund transfers involving Consumer Accounts.

**b. Non-Consumer Accounts.** If an Account is owned by an entity (business, organization, association, government, etc. which not a natural person) or was established by a natural person in order to conduct transactions primarily for business, commercial or agricultural purposes, then any Online Banking electronic fund transfer will be considered an "authorized use," and your liability for any Online Banking transaction relating to that Account will be unlimited, regardless of the provisions within the Federal Electronic Fund Transfer Act, Regulation E, or any standardized literature or disclosures we may have inadvertently provide to you.

### 4. Minimum Hardware and Software Requirements to Use Online Banking

To use Online Banking, you need:

- A personal computer, operating system and telecommunications connections to the Internet capable of supporting the foregoing.
- An Internet browser that supports 128-bit encryption, such as Internet Explorer version 9.0 or above.
- A valid e-mail address on file with us, and e-mail software capable of interfacing with standard e-mail protocols.
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit.
- A printer that is capable of printing from your browser and e-mail software.

We may update these requirements at any time in our sole discretion. You are solely responsible for having the required hardware and software and for securing an Internet service provider. You also are responsible for any and all fees relating to communications carriers (e.g., telephone, cable, DSL or satellite), software providers (other than software that we may provide you) and/or Internet service fees that may be assessed by your communications carrier and/or Internet service provider.

### 5. Access to Online Banking

In addition to the hardware and software requirements above and having an Account with us, in order to use Online Banking, you must have an Access ID and Password. Once you have completed the first time login screen, you will be asked to reset your Password. Thereafter, you may change your Password at any time. We recommend that you change your Password regularly and memorize it. Do not write it down. It is your responsibility to remember your Password; we do not maintain a record of it. Your new Password should be 8-16 characters and must contain ALL the following; at least 1 number, 1 letter, and one special character (such as @, #, \$, %, etc...).

You are able to reset your Password through Online Banking or by contacting Heritage Bank's Deposit Services Department at (800) 344-7048 extension 3989.

In some cases a token will be given to users for additional security. This token is used in conjunction with an Access ID. The bank will provide these tokens to each user. You agree to take appropriate steps to ensure that your Access ID and Password/Token are protected and kept confidential.

## 6. Use of Your Online Banking Access ID and Password

Except to the extent prohibited by applicable law or regulation, you will be deemed to have expressly authorized any Online Banking transaction facilitated through the Website:

1. Initiated by you, at your direction, with your Access ID and Password, or with your consent (whether expressed or implied);
2. Initiated by an agent with respect to any Account which you may access through Online Banking;
3. Initiated by a member of your household, whether or not related to you;
4. Initiated by any person (or that person's agent) who is the owner or co-owner of any Account which you may access through Online Banking;
5. Which results in the transfer of funds between Accounts you may access through Online Banking, even if subsequent transfers out of the Accounts benefit someone else;
6. Which is to or for your benefit (for example, the payment of a debt for which you are partially or fully liable); or
7. Which you contend is unauthorized, unless you cooperate fully with us in our investigation of the transaction, assign to us your right of recovery against the wrongdoer if we reconstitute your Account, and cooperate fully with us in the recovery of any loss we sustain and the prosecution of any wrongdoer.

Any person initiating the foregoing transactions will be deemed an authorized user except to the extent prohibited by applicable law or regulation.

## 7. Security; Reliance on Your Instructions

You understand the importance of your role in preventing misuse of your Accounts through Online Banking and you agree to promptly examine your periodic paper and/or electronic statement for each of your Bank Accounts as soon as you receive it. You agree to protect the confidentiality of your Account and Account number, your Access ID and Password, 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 Access ID and Password are intended to provide security against unauthorized entry and access to your Accounts. Data transferred via the online banking system utilizes identification technology to verify that the sender and receiver of the System transmissions can be appropriately identified by each other. Regardless of our efforts to insure that the 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 Bank's system, or e-mail transmitted to and from us, will not be monitored and read by others.

We will rely and act on instructions we receive through Online Banking. You are responsible and liable for those transactions to the extent allowed by law and as provided in this Agreement and all of our Other Agreements with you. All such instructions will be considered as having been given to us directly by you and shall have the same authority as your written signature in authorizing us to comply with the instructions. You agree that you have been provided with a disclosure of the security procedures that will be used to authenticate transactions through Online Banking. You agree that those security measures are commercially reasonable security measures and that we may rely upon any instructions we receive upon authentication using these agreed upon security procedures.

## 8. Anti-Virus, Firewall, Spyware and Other Protection

You are responsible for taking and maintaining security precautions to protect your computer, data, and system. You agree that we are not responsible for any electronic virus, spyware, or malware that you may encounter using the Bank's Online Banking product. We encourage you to routinely scan your PC and diskettes using any up-to-date, reliable virus, spyware, and malware protection product to detect and remove any virus, spyware, and malware found. Undetected or unrepaired, a virus, spyware, or malware may corrupt and destroy your programs, files and even your hardware. You are responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with

respect to your operating systems, and for protecting, securing and backing up any data and information stored in or on your operating systems. We are not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on your operating systems or accessed through an internet connection.

## 9. Transfers You May Make Using Online Banking

Your use of Online Banking to conduct the types of transfers listed below is subject to the terms and limitations stated within this Agreement, subject to any additional agreement for a particular service, and subject to the applicable instructions and disclosures we provide to you for each type of transaction. This Agreement, our Other Agreements with you, and our disclosures may limit your ability to initiate transactions, including limits or restrictions on the number and dollar amount or types of transactions that we may from time to time impose. As new services become available, by your use of such services, you agree to be bound by this Agreement and amendments to this Agreement regarding the new services and any additional rules which we provide you concerning the new services.

Subject to any other applicable agreements, you can make the following transfers using Online Banking:

**a. Transfers Between Your Heritage Bank Deposit Accounts** – You can transfer funds between your deposit Accounts with us (i.e., checking or savings Accounts).

**b. Transfers from your Heritage Bank Deposit Accounts to a Heritage Bank Loan Account** – You can transfer funds from a deposit Account to a loan Account to make loan payments.

**c. Transfers from your Heritage Bank Lines of Credit** – If you have a line of credit with us, you may use Online Banking to obtain an advance on that line, within your credit limit and according to the terms of the loan, and transfer that amount to a deposit Account.

**d. ePay Online Bill Pay with Popmoney** – ePay with Popmoney is available on Consumer Checking Accounts. If you sign up for ePay, you may pay bills directly from your Heritage Bank Deposit Accounts in the amounts and on the days you request. You may also use Popmoney, within ePay, to pay people directly from your Heritage Bank Deposit Account in the amounts and on the days you request. ePay is provided by a third party, CheckFree Services, who is not affiliated with Heritage Bank. The terms of your ePay Online Bill Pay are governed by the terms and conditions provided by the Bank at the time you enroll in those services.

**e. Transfers Between your Heritage Bank Accounts and Accounts held by you at Other Banks (“Bank to Bank Transfer Service”)** – For Consumer Deposit Accounts when using this Online Banking system, you may transfer funds from your Heritage Bank Accounts to your accounts at other financial institutions, as well as transfer funds from other banks to your Heritage Bank deposit account. International transfers are not supported. See Section 15 below for more details.

**f. Jumbo Deposit Account Customers** – Please contact us at 800-344-7048 ext. 3920 for additional large dollar transfer options.

## 10. Accounts You May Access

Subject to any restrictions we may impose from time to time, you may access any of your deposit Accounts at Heritage Bank through Online Banking. All deposit Accounts and line of credit Accounts on which you are an Account owner, authorized signer or borrower may be linked. If you have a line of credit (e.g., overdraft protection), you agree that the available portion of a line of credit may be accessed through Online Banking. You understand and agree that the provisions of the agreement relating to your line of credit will govern overdrafts, and direct advances resulting from your use of Online Banking.

## 11. Real-Time Account Information

By using our Online Banking, you can get your Account information conveniently and for your Account(s). Balance information shown for your deposit Accounts is the balance in your account at the beginning of the business day, less any holds, and includes certain debits and credits which have taken place since the close of the previous banking day (for example, ATM deposits and withdrawals, cash deposits, wire transfers and other online activity). While the Bank strives to update your Account(s) in real-time, we cannot guarantee that the balance in your Account(s) is accurate at a given point

in time. It is your responsibility to maintain an accurate understanding of the funds available in your Account(s). At a minimum, the transaction history of your Account which is available for viewing online will include your current statement cycle plus the previous statement cycle.

## 12. Communications via Email and Text Alerts

**a. Email.** Conventional email is not a secure method of communication, and we strongly recommend that you not send confidential information, such as account numbers and other financial information, using email. You acknowledge that you understand the risk of using email and that we are unable to guaranty the authenticity, privacy or accuracy of information received or sent via email or to monitor the authorization of persons using your email address. E-mail messages sent to the Bank are the property of the Bank and we reserve the right to delete such messages from the Bank's system from time to time. You agree to keep your email address current at all times.

*We will not send you email requesting confidential information such as your Account number, Access ID, or password. If you are contacted by anyone requesting this information, do not provide it and contact us immediately.*

You understand and agree that we may not immediately receive any email and that we are not responsible for acting on any email until we have received and had a reasonable opportunity to respond. If you believe an unauthorized person has obtained access to your email account, you agree to immediately contact us so we can take steps to cease e-mail communications to you at that address. You agree that we have no obligation to monitor any email address or access device utilized by you or the source of any communication received from your email address. You agree to release us, indemnify us, and hold us harmless from any claim or liability resulting from or connected to any communications sent or received using email.

**b. Account Alerts.** You may set alert messages ("Account Alerts") regarding your Online Banking Account(s) by completing our Account Alerts setup process. Via the setup process, you will set the Accounts and types of Account Alerts you wish to receive. In addition, we may send you Account Alerts automatically for security purposes when, for example, changes are made to your online Access ID or Password. We may change, suspend, or terminate the Account Alerts service at any time without prior notice. As part of the set up process, you must designate an email address and/or mobile phone number to which the Account Alerts will be delivered. By setting up Account Alerts, you consent to our delivery of Account Alerts to the email address and/or mobile phone numbers you designate, and you are responsible for any charges and fees imposed by your cellular phone service and internet service provider. You must notify us of any changes to any email address or mobile phone number provided by you for Account Alerts and, upon notifying us of any changes, we will have a reasonable time make such changes. We will not include your full Account number in Account Alerts; however, you understand and acknowledge that Account Alerts may contain information regarding Account balances, transactions, and other confidential information. You understand that anyone with access to the email address or mobile phone which you provided for Account Alerts may be able to access this information. It is your responsibility to secure and protect your email, mobile phone, computer, and Access ID and Password/Token in order to protect the confidentiality of information contained in Account Alerts. We do not guarantee the delivery or accuracy of Account Alerts and shall not be liable for any (i) delay in delivery, failure to deliver, or miss-delivery of an Account Alert; (ii) any errors contained in an Account Alert or any incomplete information contained in an Account Alert; or (iii) any action or inaction you or anyone else takes in reliance on an Account Alert.

## 13. Establishing Internal Transfers among your Heritage Bank Accounts

When initiating a New Scheduled Transfer, the "transfer date" is the date you enter for the transfer of funds from one Account to another.

**a. Express Transfers.** Express Transfers (one-time only) that transfer funds FROM a deposit Account TO another deposit Account, line of credit or loan Account will generally be processed simultaneously if the transfer request is made before 6:00 p.m. Central Time/CST on a Business Day. For example, if you transfer funds from Deposit Account 1 to Account 2, the funds will be debited from Deposit Account 1 and credited to the available balance in Account 2 simultaneously if the transfer request is made on a Business Day prior to 6:00 p.m. The funds will be available immediately upon the transfer for withdrawal from Account 2 through an ATM or debit card transaction or at a teller window, and will also be available to honor checks or other items presented for payment against Account 2 in the nightly processing following the transfer. If we receive your transfer instructions after 6:00 p.m. Central Time/CST, the transferred funds will be credited to your Account as of the next Business Day following the date you initiated the transfer.

**b. Scheduled Transfers.** Scheduled Transfer of funds between your Heritage Bank deposit Accounts or between your Heritage Bank deposit and Heritage Bank loan Accounts will be processed as follows: (1) the transfer will be debited from

your funding Account when you execute the transfer on the transfer date (regardless of the day or time we receive your instructions); and (2) the transfer will be credited to your receiving Account during our nightly processing on the day the transfer is scheduled, provided that (i) the transfer date you designate is a Business Day, (ii) we receive your instruction to transfer the funds no later than 6:00 p.m. Central Time/CST on the transfer date, and (iii) in the event the receiving account has already settled for the day, the transfer will be credited the following business day but will be dated for the intended credit date. If you designate a non-Business Day as the transfer date, or if we receive your transfer instructions after 6:00 p.m. Central Time/CST on the transfer date, the transferred funds will be credited to your Account as of the next Business Day following the transfer date.

**c. Limitations on Certain Transfers.** For savings and money market Accounts, applicable federal regulations impose certain limits to pre-authorized, automatic, and telephone transfers (including online transfers) to six per statement cycle. Loan payments to us are not included in these limits.

Heritage Bank, per our Fee Schedule, may also impose fees for transfers from savings accounts in excess of 6 per month. For security reasons, we may impose additional limits on the frequency, number, and dollar amounts of transactions you can perform using Online Banking.

**d. Insufficient Funds.** If your account does not have sufficient funds for an Express Transfer, your transfer will not be processed. If your account does not have sufficient funds for a Scheduled Transfer, your transfer will continue to attempt the transfer each business day until there are sufficient funds or the transfer is either cancelled or edited. Insufficient funds to cover one scheduled transfer will not void future scheduled transfers.

**e. Line of Credit or Loan Transfers.** Transfers of funds from a line of credit Account (or loan Account, when available) to a deposit Account will generally be processed simultaneously if the transfer request is made before 6:00 p.m. Central Time/CST on a Business Day.

## 14. Cancellation Requests for Transfers between Your Heritage Bank Accounts

You may cancel or edit any scheduled funds transfer (including recurring funds transfers) by accessing your transfer list within Online Banking and selecting the transfer in which you wish to cancel or edit. You may cancel or edit any scheduled Bill Payment by accessing ePay within Online Banking and select Bill History. From the Bill History you can cancel or edit a transfer as long as the Status is pending. There is no charge for canceling a scheduled funds transfer between your Heritage Bank Accounts. Once a funds transfer is in process, it cannot be cancelled or edited.

## 15. Bank to Bank Transfer Service- Applicable to Consumer Accounts

Subject to any applicable transfer limitations (discussed below), Online Banking permits you to transfer funds between your deposit Accounts at Heritage Bank and your accounts at other financial institutions in the United States. You are responsible for enrolling and verifying your non- Heritage Bank accounts that you wish to use for these transfers. **You agree that you will attempt to enroll accounts only for which you have the authority to transfer funds.**

Bank to Bank Transfers can be initiated on either a one time or recurring basis. Heritage Bank cannot guarantee the transfer or return of funds if another financial institution does not respond in a timely manner. We may make any Bank to Bank Transfers through any payment system or Automated Clearing House processor selected by us. You agree that Bank to Bank Transfers made through any Automated Clearing House processor are subject to the National Automated Clearing House rules.

**a. Outbound Transfers.** Outbound transfers are transfers from your Heritage Bank Account to your account at another U.S. Financial Institution. Funds will be debited from your Heritage Bank Account on the Business day after you direct us to initiate processing of the transfer. If you selected next day service, then your funds will be available on the next available business day. If you selected a standard transfer then your funds will be available generally within three business days after the transfer initiated. Please see chart 1 & 2.

**b. Inbound Transfers.** Inbound transfers are transfers to your Heritage Bank Account from your account at another U.S. Financial Institution. Funds will be debited from your external Account on the Business day after you direct us to initiate processing of the transfer. If you selected next day service, then your funds will be available on the next available business day. If you selected a standard transfer then your funds will be available generally within three business days after the transfer initiated. Please see chart 1 & 2.

**c. Transfer Cutoff Time.** Bank to Bank Transfer Service Cutoff Times are as follows:

- i. Standard Inbound and Outbound 11:59pm
- ii. Next Day Inbound and Outbound 6:59pm

**Standard Transfer Timing (Chart #1):**

| For transfers submitted by 11:59pm Central Time on: | Your withdrawal will post to your account on: | Your deposit will post to your account on: |
|---|---|--|
| Monday  | Tuesday                                       | Thursday                                   |
| Tuesday   | Wednesday                                     | Friday                                     |
| Wednesday   | Thursday                                      | Monday                                     |
| Thursday  | Friday  | Tuesday                                    |
| Friday  | Monday  | Wednesday                                  |
| Saturday  | Monday  | Wednesday                                  |
| Sunday  | Monday  | Wednesday                                  |

**Next Day Transfer Timing (Chart #2):**

| For transfers submitted by 6:59pm Central Time on: | Your withdrawal will post to your account on: | Your deposit will post to your account on: |
|--|---|--|
| Monday   | Tuesday                                       | Tuesday                                    |
| Tuesday  | Wednesday                                     | Wednesday                                  |
| Wednesday  | Thursday                                      | Thursday                                   |
| Thursday   | Friday  | Friday                                     |
| Friday   | Tuesday                                       | Tuesday                                    |
| Saturday   | Tuesday                                       | Tuesday                                    |
| Sunday   | Tuesday                                       | Tuesday                                    |

**d. Limitations.** Bank to Bank Transfer Services are generally available 24 hours after you have enrolled in Online Banking. Bank to Bank Transfers are subject to limitations for the amount and frequency as established by us. A minimum transfer amount of \$10 is required. There is a transaction, daily, and 30 day/monthly limit. Each limit directly affects the other. Please see chart.

We may vary these limitations at our sole discretion at any time and will provide Consumer Account holders prior notice of any decrease in the transaction limits, as may be required by banking regulations.

| Service Type       | Transaction Fee     | Transaction Maximum | Daily Maximum | Monthly Maximum |
|--------------------|---------------------|---------------------|---------------|-----------------|
| Standard In-bound  | NONE                | \$4,000             | \$4,000       | \$10,000        |
| Standard Out-bound | NONE                | \$4,000             | \$4,000       | \$10,000        |
| Next Day In-Bound  | \$7.50 per transfer | \$2,000             | \$2,000       | \$5,000         |
| Next Day Out-Bound | \$7.50 per transfer | \$2,000             | \$2,000       | \$5,000         |

**e. Qualifying for Standard Transfers:** The Service has qualification requirements as described below, and we reserve the right to change your qualification at any time without prior notice. We reserve the right to change, suspend, or discontinue the Service, in whole or in part, or your use of the Service, in whole or part, immediately and at any time without prior notice to you. You may also discontinue your use of the Service at any time.

In general, the qualification requirements are:

- i. Any of your deposit accounts with us must be current or in good standing.
- ii. Your funding account has been open for more than 24 hours.
- iii. You have not had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Bank deposit account during the current or 3 prior calendar months.
- iv. You have not had any prior transfer canceled, revoked, or uncompleted due to insufficient funds, revoked authorization, stopped payments, frozen accounts, fraudulent activity, or any similar reason.
- v. On our sole discretion we determine that you have abused the service.

**f. Qualifying for Next Day Transfers:** Next Day Transfers have a per transaction fee of \$7.50 and are available to those who qualify. Customers must continue to meet these qualifications in order to continue to have Next Day Transfers capabilities. Customers who no longer meet the following Next Day Transfer qualifications must re-qualify.

In-Bound Next Day Transfer Service Qualifications:

- i. Complete at least one In-bound Transfer of at least \$1,000.00;
- ii. Have at least 30 days pass since the qualified \$1,000.00 transfer; and
- iii. Have no more than one (1) NSF Bank to Bank Transfer in the last six (6) calendar months

Out-bound Next Day Transfer Service Qualifications:

- i. Have no more than two (2) NSFs on your Heritage Bank account in the last one (1) calendar month; and
- ii. Have at least the full transfer value plus the transfer fee available in your Heritage Bank account for any Out-bound transfer request.

In addition, we must receive your instruction to initiate a Bank to Bank Transfer prior to the applicable cutoff time displayed in the above charts. If we do not receive your instruction before that time, we cannot process the transaction until the next Business Day.

**g. Jumbo Deposit Account Customers** – Please contact us at 800-344-7048 ext. 3920 for additional large dollar transfer options.

## 16. Other Online Banking Services

### a. Personal Cash Management Software

Our Online Banking allows you to import your transaction information into any personal cash management software you use, such as Quicken® or QuickBooks®. If you require help setting up Quicken® or QuickBooks® access, visit or visit our website.

## 17. Error Resolution Provisions and Your Liabilities - Applicable to Consumer Accounts

**a. Unauthorized Transactions.** Tell us AT ONCE if you believe that your Access ID or Password has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your losses down. You could lose all of the money in your Account (plus your maximum line of credit linked to your Account).

Call us at Heritage Bank at (800) 344-7048 or write to us at Heritage Bank, N.A., Attn: Deposit Services, PO Box 1124, Willmar, MN 56201.

If the electronic fund transfer is from a Consumer/Personal deposit Account, your liability for an unauthorized Online Banking transaction will be determined as follows:

1. If you notify us within two (2) Business Days after learning of the loss or theft of your Password or Access ID, you can lose no more than \$50 if someone used your Password or Access ID without your permission.
2. If you do NOT notify us within two (2) Business Days after learning of the loss or theft of your Password or Access ID, and we can prove we could have stopped someone from using your Password or Access ID without your permission had you told us, you could lose as much as \$500.

If your monthly 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 or emailed 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 telling us, we may extend the time periods.



**b. How to Contact Us In Case of Errors or Questions about Your Transactions.** Telephone or write us as soon as you can if you think your statement is wrong or if you need more information about an electronic transfer listed on the statement.

Call us at Heritage Bank at (800) 344-7048; visit us in person at your local branch; or, write to us at: Heritage Bank, N.A., Attn: Deposit Services, PO Box 1124, Willmar, MN 56201.

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

1. Tell us your name and Account number,
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, and
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 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 to investigate your complaint or question. If we decide to do this, we will credit your Consumer Account within 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 10 Business Days, we may not credit your Account. For errors involving new Accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Accounts, we may take up to 20 business days to credit your Account for the amount you think is in error. We will tell you the results within three (3) business days after completing our investigation. If we decide there was no error, we will send you a written explanation within three business days after we finish our investigation. You may request copies of the documents that we used in our investigation.

## 18. Error Resolution Provisions and Your Liabilities - Applicable to Non-Consumer Accounts

**a. Your Responsibility.** You bear the risk of using Online Banking, including the risk of erroneous and fraudulent transactions and the risk of all transactions using your Access ID and Password/Token, and your liability for any Online Banking is unlimited. Unless otherwise required by applicable law, we are responsible only for performing Online Banking services as delineated in this Agreement. We will not be liable to you for failure to make a requested transfer or otherwise in the instances set forth in Section 19 below.

**b. Suspected Account Fraud.** Call us at Heritage Bank at (800) 344-7048; visit us in person at your local branch; or, write to us at: Heritage Bank, N.A., Attn: Deposit Services, PO Box 1124, Willmar, MN 56201 as soon as you can if you see unusual activity listed in your online account transaction history, believe your statement is wrong, or if you need more information about an electronic transfer listed on the statement.

## 19. Our Liability to You

**a. Failure to Make Account Transfers.** If you have a Consumer Account and we do not complete a transfer to or from your Consumer Account on time or in the correct amount according to our agreement with you, we will be liable for your losses and damages as prescribed in certain consumer protection laws and regulations. However, we will not be liable for our failure to make transfers, whether your Account is a Consumer Account or a Non-Consumer account, in the following instances:

1. Through no fault of ours, you do not have enough money in your Account to make the transfer or bill payment.
2. The transaction will exceed the available credit limit on any applicable linked line of credit.
3. The Bill Payment Service is not working properly.
4. The person or entity to which you direct payment mishandles, delays, or fails or refuses to accept a payment sent by us.
5. You have provided us with incorrect, incomplete or inaccurate data or other Account information, including but not limited to date related errors, or you have otherwise failed to comply with the payment or transfer instruction requirements set forth in this Agreement.

6. There are technical problems in our receipt of information or instructions from you (for example, problems arise with computers, software, modems, or telephone communications, including but not limited to date related problems).
7. Circumstances beyond our control (such as, but not limited to, fire, flood, interference from an outside force, strikes, lockouts, acts of governmental authorities, delays of couriers or supplies, communications equipment failures, or equipment malfunction occurring despite ordinary maintenance), including but not limited to date related problems, prevent the proper execution of the transaction, despite reasonable precautions we have taken.
8. This Agreement or your transfer authorization has been terminated,
9. Your Account has been closed, there is a hold on funds in your Account, or access to your Account is blocked in accordance with our policies.
10. Your funds are subject to legal process or encumbrances restricting transfer.
11. Applicable law prevents completion of the transaction.
12. Unusual or extraordinary circumstances exist which indicate improper or unlawful use of your Account.
13. You believe someone has accessed your Account without your permission and you fail to notify us immediately. (Refer to the section above "Unauthorized Transactions")
14. If the terminal or system is not working properly and you knew about it when you started the transfer.

**b. Limitation on Liability.** In no event will the Bank or any of its Officers, Directors, Shareholders, Parent Company, Subsidiaries, Affiliates, agents, licensors, or third party service providers be liable for any consequential (including without limitation, loss of data, files, profit or goodwill or the costs of procurement of substitute of substitute goods or service), indirect, incidental, special or punitive damages, whether in an action under contract, negligence or any other theory, arising out of or in connection with these terms of use of Online Banking, the inability to use Online Banking, any merchandise or services purchased or obtained using Online Banking, or any messages received via Online Banking or any transactions thereunder, even if the Bank has been specifically advised of the possibility of such damages.

**c. No Liability for Certain Failures.** 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 Microsoft® Internet Explorer, by an Internet access provider, by an online service provider or by an agent or subcontractor of any of them, nor will we or 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 Banking.

## 20. Disclaimer of Warranty

We may on a regular basis perform maintenance on our equipment or system, which may result in interrupted service or errors in Online Banking. We also may need to change the scope of our Online Banking services from time to time. We will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will be provided. We make no representation that Online Banking services will be uninterrupted or error free. Our sole obligation to you arising out of (i) the non-availability of Online Banking, or (ii) an interruption or delay in providing Online Banking shall be to use commercially reasonable efforts to resume such services. The foregoing shall constitute our entire liability and your exclusive remedy. In no event shall the Bank or any of our respective officers, directors, employees, agents or subcontractors be liable for any direct, indirect, special, incidental, consequential, punitive or exemplary damages, including lost profits (even if we are advised of the possibility thereof) arising in any way out of the installation, use, or maintenance of any computer equipment or the Online Banking service. However, nothing in this section is intended to limit any rights you may have under Federal law or otherwise provided in this Agreement.

WE MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE SYSTEM PROVIDED TO YOU UNDER THIS AGREEMENT. WE DO NOT AND CANNOT WARRANT THAT THE SYSTEM WILL OPERATE WITHOUT ERRORS, OR THAT ANY OR ALL SERVICES WILL BE AVAILABLE AND OPERATIONAL AT ALL TIMES.

## 21. Indemnification

Except to the extent that we are liable under the terms of this Agreement or an agreement that otherwise governs your Account, you agree to indemnify and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third party claims, liability, damages and/or costs (including but not limited to reasonable attorney's fees) arising from (a) an Account; (b) the performance of our Online Banking or the Bill

Payment Service you elect; (c) a third party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us; (d) any fraud, manipulation, or other breach of these terms; (e) any third party claim, action, or allegation brought against us arising out of or relating to a dispute with you over an Account, the terms and conditions of an agreement, purchase or sale of any goods or Online Banking; (f) your violation of any law or rights of a third party; or (g) your use, or the provision of Online Banking or use of your Account by any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent. This indemnification is provided without regard to whether our claim for indemnification is due to your use of Online Banking by you or your authorized representative.

## 22. Liability for Loss of Data or For Erroneous Data

Each party will bear the liability or the risk of any error or loss of data, information, transactions or other losses, which may be due to the failure of their respective computer system or third party communications provider on which each party may rely. We shall have no liability to you for any damage or other loss, direct or consequential, which you may incur by reason of your use of your computer system, including but not limited to damage or loss resulting from date related problems.

## 23. Joint and Several Liability

If any one or more of your deposit Accounts has co-owners, each co-owner will be jointly and severally liable for any obligation which arises from the use of Online Banking to access the Account. This joint and several liability shall extend as well to any line of credit accessed through any such Account.

## 24. Fees and Charges for Online Banking

There are no monthly or periodic fees for Online Banking services which allow you to view your account balances or make transfers among your Heritage Bank deposit or loan accounts. Fees that may be imposed for separate services provided via Online Banking in which you enroll (such as Bill Payment, Mobile Deposit, Bank to Bank Transfer Service) or in connection with your Accounts, such as charges for dropping below minimum balances, insufficient funds, or check stop payment fees, will be disclosed separately to you in the applicable Agreement or if applicable, within your Account Disclosures. Please consult our current Schedule of Fees for a complete list of fees. We reserve the right to change applicable fees and charges at any time. For Consumer Accounts, we will provide you with prior notice as required by law, of any changes to our fees and charges. If your checking Account or savings Account does not have a sufficient balance to pay applicable fees and charges due, we may exercise our Right of Off-Set against any of your other Accounts, as provided by law, Banking Regulation or our agreements with you.

## 25. Term and Termination

**a. Term.** This Agreement will be effective on the Effective Date and shall remain in full force and effect until termination.

**b. Termination.** You may terminate Online Banking services by notifying us in writing via U.S. postal service at: Heritage Bank, N.A., Attn: Deposit Services, PO Box 1124, Willmar, MN 56201.

Please include your name, address, and requested effective date to discontinue service. Your access to the Online Banking will be suspended within 3 business days of our receipt of your instructions to cancel the service. Once we have acted upon your termination notice, we will make no further transfers from your Accounts, including any transfers you have previously authorized. You will remain responsible for all payments, transfers and other transactions in process, and outstanding fees and charges incurred prior to the date of cancellation.

**IMPORTANT:** When Online Banking is terminated, any pre-scheduled ePay payments made through ePay Online Bill Pay will be automatically terminated. Applicable fees and charges will be assessed for any bill payments processed by your Bill Pay Service drawn upon your Account. Access to your account statements and other account documents will also be terminated.

We can refuse Online Banking services to anyone. We may terminate your Online Banking or any service provided via Online Banking at any time without prior notice and with or without cause. If more than one person can access an Account

through Online Banking, we reserve the absolute right to terminate all Online Banking access to the Account upon the request of the Account owner, any Account co-owner, or any other person authorized to access the Account.

## 26. Amendments

The terms of this Agreement, any particular product or service offered via Online Banking, applicable fees, and service charges may be amended from time to time. In such event, the Bank shall post the updated or amended terms on the sites with our Online Banking website, send notice to you at your email and/or your physical address as it appears in our records. For Consumer Accounts, we will give you prior notice of any changes resulting in increased fees, increased liability for you, fewer types of electronic funds transfers, or stricter limits on the frequency or dollar amounts of transfers as required by applicable law. However, we will not give prior notice if an immediate change is necessary to maintain or restore the security of your Account or Online Banking. Any use of Online Banking after a change in terms will constitute your agreement to such change(s). In addition, the Bank may revise or update the programs, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Bank reserves the right to terminate this Agreement as to all such prior versions of the programs, services, and/or related materials.

## 27. Privacy and Confidentiality

We will only disclose information to third parties about your Account or transactions you make under the following circumstances:

1. Where it is necessary for the provision of Online Banking and for completing transactions;
2. In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant;
3. In order to comply with government or court orders, or other reporting requirements; or
4. Otherwise in accordance with our Privacy Policy; available on our website.

## 28. Address, E-mail or Banking Changes

You agree to notify Heritage Bank's Deposit Services Department at (800) 344-7048 at least ten (10) business days in advance, of any change in your address, designated transaction Account(s), your banking status or e-mail address.

## 29. Miscellaneous

**a. Assignment.** You may not assign this Agreement to any other person or entity. We may assign this Agreement to any company with which we are directly or indirectly affiliated. We may also assign or delegate certain of our rights or responsibilities under this Agreement to independent contractors or other third parties.

**b. No Waiver.** We will not be deemed to have waived any of our rights or remedies under this Agreement unless we send the waiver to you by electronic message or we otherwise mail or deliver to you a written waiver signed by us. No delay or omission on our part in exercising any of our rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies we may have. A waiver on one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions.

**c. Severability.** If any provision of this Agreement is held to be invalid or otherwise unenforceable, the remainder of the provisions shall continue in full force and effect and shall in no way be invalidated or otherwise affected.

**d. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to its conflicts of law provisions, and applicable federal law, except to the extent this Agreement can and does vary such laws. Any dispute between the Bank and you must be brought in the relevant court of Kandiyohi County, Minnesota where the Bank is located.

**e. Ownership of Materials.** The content and information on our Website is copyrighted by Heritage Bank, N.A. and the unauthorized reproduction or distribution of any portions is prohibited.

**f. Captions.** The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions for this Agreement.

**g. Survival.** The provisions of this Agreement, which by their nature survive expiration or termination of this Agreement, shall survive, including without limitation, Sections 3, 7, 17, 18, 20, 21, 22, 23, 25, 27 and 29.

**h. Waiver of Jury Trial.** Where permitted by law, either parties waive their right to request a jury trial and agree that all matters relating to or touching upon this Agreement or Online Banking shall be resolved judicially, without a jury.

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For Heritage Bank Locations and Hours visit [www.heritagebankna.com](http://www.heritagebankna.com)

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**MEMBER FDIC**

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Revised 05/11/2018