Mobile Banking Enrollment Terms and Conditions

END USER TERMS

This service is provided to you by Premier Banks and powered by a Third Party "Licensor" mobile technology solution. Section A of these End User Terms is a legal agreement between you and Premier Banks. Section B of these End User Terms is a legal agreement between you and the Licensor.

SECTION A

PREMIER BANKS TERMS AND CONDITIONS

Thank you for using Premier Banks of MN Mobile Banking combined with your handheld's text messaging capabilities. For help, text HELP to 79680. To cancel your plan, text STOP to 79680 at anytime. In case of questions please contact customer service at mobilebanking@premierbanks.com or 1-651-777-7700 or your local branch.

Terms and Conditions

- 1. The services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from Premier Banks. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service.
- 2. The services are provided by Premier Banks and not by any other third party. You and Premier Banks are solely responsible for the content transmitted through the text messages sent to and from Premier Banks. You must provide source indication in any messages you send (e.g., mobile telephone number, "From" field in text message, etc.)
- 3. To enroll in Mobile Banking, Text Messaging and Remote Deposit Service, you must also be a subscriber to Premier Bank's Online Banking service. You acknowledge that you have read and agreed to the terms and conditions of the Premier Bank Online Banking Terms and Conditions which applies to these End User Terms. You also acknowledge and agree to these End User Terms when you enroll in Mobile Banking, Text Messaging and/or Remote Deposit Service. The Premier Bank Online Banking Terms and Conditions are available at www.premierbanks.com.
- 4. We reserve the right to alter charges and/or these End User Terms from time to time, and we reserve the right to terminate, discontinue or suspend any service at any time.

Mobile Banking and Text Messaging

1. Not all the Online Banking services or the functionality on the Online Banking website are available when you use a mobile device, and Mobile Banking and functionality available to you

may vary based on the mobile device you use. Processing of payment and transfer instructions may take longer through Mobile Banking.

- 2. We will not be liable for any delays or failures in your ability to access our Mobile Banking service or in your receipt of any text messages, as access and messaging are subject to effective transmission from your network provider and processing by your mobile device, as well as delays and interruptions in the Internet.
- 3. You understand and agree that Mobile Banking messages may not be encrypted and may contain personal or confidential information about you, such as your mobile phone number, your wireless providers name, and the date, time, and content of any mobile banking messages including account activity and status of your accounts and other information that you or we may provide. We may use this information to contact you and to provide the services you request from us, and to otherwise operate, develop and improve the Mobile Banking service. Your wireless provider and other service providers may also collect data from your Mobile Banking usage, and their practices are governed by their own policies. We are not responsible or liable for the acts or policies of such service providers. We will only use the information you provide to us from your Mobile Banking usage in connection with our Online Banking service. Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation or governmental request, to avoid liability, or to protect our rights or property. When you complete forms online or otherwise provide us with information in connection with our Mobile Banking service, you agree to provide accurate, complete and true information. We will not be responsible or liable for losses or damages arising from any disclosure of your account information to third parties, nondelivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the messages sent through Mobile Banking.
- 4. You agree that if you are using our Mobile Banking service outside the United States, you are responsible for having access to the appropriate wireless and/or telecommunications networks and are responsible for all associated fees and charges.
- 5. We reserve the right to alter charges and/or these End User Terms from time to time, and we reserve the right to discontinue our Mobile Banking service at any time without notice. We may suspend or terminate the service to you if we believe you are in breach of our End User Terms, the Service Agreement or your account agreement with us. The service is also subject to termination in the event your wireless service terminates or lapses.
- 6. If you have any questions, email us at onlinebanking@premierbanks.com. You can also text the word HELP to 79680 to get additional information about the service. If you receive a message from us unexpectedly, you can text the word STOP to 79680. We do not charge for help or info messages; however, your normal wireless provider rates apply.
- 7. Loan Payments. Loan payment requests submitted before 5:00 p.m. CT, on a business day, will be credited the same business day. Loan payment requests submitted after 5:00 p.m. CT or on a non-business day, will be credited the next business day.

Remote Deposit Service

1. The Mobile Remote Deposit Service allows you to make deposits of the electronic image of a check to your Accounts by capturing an electronic image of the item with a capture device (such as a camera) on your Mobile Device and submitting images and associated information to us for processing. All terms and conditions of the Mobile Banking Services provided above apply to the Remote Deposit Service.

2. You agree:

- a. to deposit only images that originated as paper checks, and no third-party or electronic checks may be deposited using the Mobile Remote Deposit Service;
- b. to implement and maintain security measures, including firewall protection, in compliance with your obligations under these End User Terms;
- c. to keep your email address updated within Online Banking;
- d. to properly endorse all items:
- e. after you submit an item for deposit using the Mobile Remote Deposit Service you will not redeposit, otherwise transfer or negotiate the original item;
- f. after you submit an item for deposit you are solely responsible for the storage or destruction of the original item as further provided below;
- g. the electronic image of the item will become the legal representation of the item for all purposes;
- h. any image we receive accurately and legibly represents all of the information on the front and back sides of the original item as originally drawn; and
- i. to promptly provide us with a written notice of any claim you receive regarding the Mobile Remote Deposit Service.
- 3. Restrictions and Limitations.

You may not deposit:

- a. Items payable to any person or entity other than you;
- b. Items drawn on a financial institution located outside the United States:
- c. Items containing obvious alteration to any of the fields on the front of the Item, or which you know or suspect, or should know or suspect, are fraudulent;
- d. Cashier's Checks
- e. Money Orders
- f. Tax Refund Checks
- g. Traveler's Checks
- 4. Contact. Premier Bank will notify you via the email address that you provide at time of deposit. You agree that this email address is up to date and a valid email address to contact you at. We will notify you by email after a deposit has been received, approved, and/or declined. We may also contact you by this email address if necessary to resolve any deposit disputes.
- 5. Image Quality. The image of an item transmitted using the Mobile Remote Deposit Service must be legible and clear. It must not be altered. It must capture all pertinent information from the front and back of the item. Image quality must comply with industry requirements

established and updated by the ANSI, Federal Reserve Board and any other regulatory agency. You authorize us to convert items to IRDs or transmit them as an image. If the electronic files and/or images transmit to us with respect to any item do not comply with our requirements for content and/or format, we may, in our sole discretion:

- a. further transmit the item and data in the form received from you;
- b. repair or attempt to repair the item or data and then further transmit it;
- c. return the data and item to you unprocessed and charge back your account.
- 6. Endorsement. You agree to properly endorse all items captured and submitted using the Mobile Remote Deposit Service. This should include a signature(s) from the named payee(s). It is also suggested that you write "For Premier Bank Mobile Deposit Only." This will help prevent a duplicate deposit being made.
- 7. Processing Time and Availability of Funds. We may return or refuse to accept all or any part of a deposit to your account using the Service at any time and will not be liable for doing so even if such action causes outstanding checks or other debits to your account to be dishonored and returned. Images of items transmitted by you are not considered received by us until you receive an electronic confirmation of the receipt of the deposit from us. Receipt of the confirmation from us does not mean that the transmission was error-free or complete, you may still receive a declined deposit email if the deposit is outside our guidelines. Items submitted before 5:00 p.m. CT on a Business Day, will be deposited same Business Day. Items submitted after 5:00 p.m. CT or on a non-Business Day, will be deposited next Business Day. Once items have been approved through the Mobile Remote Deposit Service, they are subject to our Funds Availability Policy.
- 8. Disposal of Transmitted Items. You are responsible for retaining each original item in a safe and secure environment in accordance with applicable laws as in effect from time to time. You will store the original items and take appropriate measures to ensure they are not deposited a second time. After fifteen (15) days following transmittal to us and receipt of a confirmation from us that the image of the item has been received, you agree to mark the item as "VOID" and properly dispose it to ensure it is not presented for deposit again.
- 9. Restrictions and Limitations. You agree your deposits using the Mobile Remote Deposit Service will not exceed the limitations, and may be changed from time to time. Payment Limit (The maximum single item amount a user may deposit through remote deposit capture): \$1,000 you may request a higher maximum by emailing mobilebanking@premierbanks.com.

Daily Limit (Maximum cumulative amount a depositor may deposit in a single day. The cumulative total for all accounts will apply towards this limit): \$3,000

Daily Limit Count (Maximum number of deposits a depositor can make in a single business day): 3

Mandatory Verification Limit (Maximum expected deposit amount that may be approved without individual review): \$500

10. Errors. You agree to promptly review each account statement and notify us of any errors. All deposits made through the Mobile Remote Deposit Service will be deemed to be correct,

unless you notify us of any errors to your deposits. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared or as otherwise specified in your Online Agreement and Account Agreement.

11. Changes. We reserve the right to change the Mobile Remote Deposit Service at any time without notice to you. We reserve the right to change the fee structure for this service at any time. We reserve the right to deny, suspend or revoke access to the Mobile Remote Deposit Service immediately, in whole or in part, in our sole discretion, without notice, if we believe you are in breach of these Sections or this Agreement or another agreement related to your Account with us, or are otherwise using or accessing the Mobile Remote Deposit Services inconsistent with the terms and conditions hereof. Further, we have the right to suspend the Mobile Remote Deposit Service immediately in the event of an emergency or in the event of acts or circumstances beyond our control. Any termination will not affect any obligations arising prior to termination, such as the obligation to process any items that were processed or in the process of being transmitted or collected prior to the termination date, or any returns prior to termination.

SECTION B

END USER LICENSE AGREEMENT TERMS FOR THE DOWNLOADABLE APP

To be Agreed to by End User Prior to Use of the Downloadable App

- 1. Ownership. You acknowledge and agree that a third party provider or licensor to your financial services provider ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to Mobile Banking services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").
- 2. <u>License</u>. Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.
- 3. <u>Restrictions</u>. You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.

- 4. <u>Disclaimer Warranty</u>. THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON_INFRINGMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.
- 5. Limitations of Warranty. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE. ANY OF CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.
- 6. <u>U.S. Government Restricted Rights</u>. The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.
- 7. <u>Miscellaneous</u>. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of California excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of California and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.
- 8. <u>Content and Services</u>. Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.