



## Business Online Banking terms and conditions

### Introduction

This Business Online Banking terms and conditions ("Agreement") is between Bremer Bank, National Association ("Bremer") and each owner of an eligible Bremer account or service that can be opened, accessed or administered online using a personal computer or Mobile Device ("Eligible Account"), each person applying for an Eligible Account, and each of their Authorized Representatives (collectively referred to herein as "you," "your," "it", "Customers" and "Customer").

If you wish to have a hardcopy of this Agreement, either print a copy now or call Bremer Customer Support at 800-908-2265 or a local Bremer Bank.

### A. What this agreement covers

This Agreement governs Customer's use of Bremer Business Online Banking and all services currently accessible by Customers through Bremer Business Online Banking, including without limitation, savings, checking and loan accounts ("Services" or, as to a single Business Online Banking service, "Service"). Additional services may be available in the future. Accounts and services provided by Bremer that Customers can access through Business Online Banking are also governed by other agreements between Customer and Bremer. In addition to this Agreement, the Business-Mobile Banking Enrollment Terms and Conditions, Master Treasury Management Services Agreement ("MTMSA"), Treasury Management Terms and Conditions, Online Statements Terms and Conditions, Business Account Agreement and other Account agreements and disclosures that have been separately provided to Customer apply to Customer's Accounts. Customers must review each of these items in order to understand all of their rights and responsibilities in connection with the use of Business Online Banking for business purposes.

### B. Definitions

- 1) "**Account**" means any checking, interest checking, savings, money market savings, certificate of deposit, loan or other account Customer has opened with Bremer or about which Customer has inquired.
- 2) "**Administrator(s)**" means a person appointed by the Primary User with the same authority, rights and duties as the Primary User except the authority to remove the Primary User. An Administrator can also act as a User and shall be established by Customer as such online.
- 3) "**Authorized Representative(s)**" refers to a person whom Customer authorizes to view or transact business on Customer's Account(s) using any of the Services, as designated in Bank's records, including any person identified as Customer's Authorized Signer and any other person acting with actual or apparent authority to transact business on Customer's behalf. Bremer may continue to recognize the authority of an Authorized Representative until Bremer has received and had a reasonable time to act upon written notice from Customer that a person previously designated by Customer as an Authorized Representative is no longer authorized to view or transact business on Customer's behalf.
- 4) "**Authorized Signer(s)**" means a person whom Customer designated as an agent on the Business Deposit Account Authorization and Signature Card ("Signature Card") that Customer signed when opening Account(s) with Bremer and/or an "Authorized Signer" on the MTMSA that Customer signed when electing treasury management services and who has the authority to access and conduct transactions on and with respect to the Account(s) as outlined in the Signature Card, Business Account Agreement, MTMSA and/or this Agreement.
- 5) "**Bremer**" means Bremer Bank, National Association, and any other affiliate that maintains Customer's Account(s) and provides its Business Online Banking Services pursuant to this Agreement.
- 6) "**Business Day**" means Monday through Friday, excluding Saturday, Sunday and federal banking holidays for bank accounts and products, and U.S. stock exchange holidays for brokerage accounts.
- 7) "**Customer(s)**" means the owner(s) of a Bremer Business Bank account.
- 8) "**Mobile Banking**" means a Service that allows you to use a mobile device to access Bremer Bank's Business Online Banking Service.
- 9) "**Mobile Device**" means a mobile phone, smartphone, tablet or any other similar portable, wireless, handheld or wearable communication device satisfying the hardware and software requirements specified by Bremer. The Mobile Device must have text messaging capabilities and/or be internet (web) enabled.

- 10) **“Multi-Factor Authentication”** means the extra layer of security designed to help strengthen the safeguards in place at login and throughout Customer’s Business Online Banking experience by adding steps to verify identity. These steps are commercially reasonable as defined under both the UCC 4A and guidance provided to the banking industry by the Federal Financial Institutions Examination Council (FFIEC).
- 11) **“Business Online Banking”** means the Business Online Banking website and webpages accessible through [bremer.com](http://bremer.com) that may be used to access Customer’s Account(s) and any eligible product or service that Bremer or its service providers offer through Bremer.com.
- 12) **“Online Statement – Terms and Conditions”** is a separate agreement that defines rights and responsibility if the Online Statement Service is selected.
- 13) **“Primary User”** means the person appointed by Customer with the authority to administer the Services through Business Online Banking and Mobile Banking, including without limitation, the authority to designate Administrators and Users and establish, define and terminate their access, rights and privileges with respect to the Services. A Primary User can also act as a User and shall be established by Customer as such online. A Primary User must be an Authorized Signer of Customer.
- 14) **“Signature”** where used throughout this document, includes (in addition to any original written form) any instance where the user’s identity has been established using online authentication processes.
- 15) **“Treasury Management – Terms and Conditions”** means a separate agreement that defines rights and responsibilities if the service is selected.
- 16) **“User(s)”** means “a person whom Primary User and/or Administrator authorizes on behalf of Customer to view or transact business on the Account(s) using Business Online Banking and/or Mobile Banking. A User may or may not be an Authorized Signer on an Account. The definition of User includes Primary Users and Administrators

### C. Accepting the Agreement

Customer understands that by using Business Online Banking or by authorizing others to use it, Customer has agreed to the terms and conditions of this Agreement and that no signature is required on this Agreement. Customer agrees to use Business Online Banking Services for business customers solely as provided in this Agreement. When online Services generate items to be charged to the Account, Customer agrees to pay Bremer without prior notice for Services provided under this Agreement at Bremer’s standard charges for such Service, or in accordance with any separate proposal or agreement executed by Customer and Bremer. Bremer may change its fees from time to time. If Customer does not accept the pricing change, then Customer must notify Bremer within fifteen (15) days of the effective date of the pricing change.

### D. Primary User, Administrators and Other Users

1) **Appointment of Primary User, Administrators and Users.** Customer shall appoint one Authorized Signer, as a Primary User as designated by Customer to Bremer, and received and acknowledged by Bremer, from time to time. Primary Users will have oversight over online security and entitlements and control access in Business Online Banking and Mobile Banking to all of the Services and Accounts. The Primary User will act as the primary point of contact for the Business Online Banking Service and must establish, define and maintain the online security and entitlement rights of each person appointed by Primary User as a User or an Administrator.

Customer agrees that Primary Users, Administrators and Users will be appointed only if Bremer permits it and provides a procedure for appointing such individuals as part of the Business Online Banking Service. Customer agrees that it will follow any appointment procedures Bremer provides. This provision takes precedence over any conflicting provision in any other agreement Customer has with Bremer

2) **Roles and Responsibilities.** Primary User and Administrators have the authority to: (a) designate Users who will have access to Business Online Banking Services and Mobile Services and create and maintain their User profiles;(b) assign Users their login credentials, roles, Service and account entitlements and transaction limits; (c) modify and terminate User Account access privileges and product capability access and authority;(d) rename Accounts, reset passwords and modify the number of approvals required for requests; (e) remove Users; and (f) engage in other additional functions as may be added from time to time. The Primary User and each Administrator shall be granted full access to all Account(s) and capabilities of the Services. Customer can only have one Primary User but may have multiple Administrators.

Customer Acknowledges and agrees that the Primary User and each additional Administrator and User is authorized to act on behalf of Customer, which authority may include, without limitation, the right to deposit to,

withdraw from and initiate funds transfers or other transactions on the Accounts and store, review, retrieve, or delete electronic records in the Accounts. If a User initiates a funds transfers or other transaction on an Account, then Customer is agreeing that, for the purposes of such transaction, the User is authorized to do so. Bremer is not responsible if any User exceeds the limits of his/her authority. Customer is bound by and responsible for the actions of Primary User and all additional Administrators and Users and agrees to indemnify and hold Bremer harmless from and against any losses in connection with or arising out of such actions.

**3) Linked Accounts.** Once designated, the Primary User and any Administrator appointed by the Primary User may elect, at Customer's sole risk, to link the Account(s) of Customer and to use the same online credentials and online banking company ID to access such linked Account(s). The Primary User and Administrators may also appoint Users with access to the linked Account(s). Linked Accounts will be viewable in Online Banking and Mobile Banking.

Customer is solely responsible for managing the level of access, authority and entitlements on the linked Account(s) provided to the Primary User and any Administrator(s) and User(s) appointed by the Primary User. Customer is responsible for (and Bremer will have no liability to Customer for) any unauthorized payments, transfers, or other transactions performed on any Account linked within the Services that are made by a designated Primary User, Administrator or User using the credentials established for that individual before Customer has notified Bremer of possible unauthorized use and Bremer has had a reasonable opportunity to act on that notice

**4) Reliance on Instructions.** Customer acknowledges that Bremer does not control or oversee the role of Primary User or Administrator, nor is Bremer responsible for electing the security capabilities within the applicable Service provided by Bremer that may be available to the Primary User, Administrators or Users. Customer agrees that Bremer may entirely rely upon such designations and instructions, decisions, representations, or information that Bremer, in its sole discretion, believes to emanate from Customer's Primary User, Administrator(s) and User(s) regardless of the actual sender. Bremer is not responsible for determining the status of a User as an employee, agent, or representative of Customer and may rely solely on Primary User and Administrators to make such determinations.

**5) Authentication.** Bremer will rely on the Primary User's online authentication to establish the identity and authorities of Primary User and each additional Administrator and User when setting up, modifying or terminating Administrator and User access. Each User will have a unique User I.D. and password and shall be required to set up an extra layer of Multi-Factor Authentication in accordance with the security procedures established for the Services.

**6) Representations and Warranties.** Customer represents and warrants that Primary User, and each additional Administrator and User will be bound by this Agreement and all other separate agreements governing the Accounts and Services. Customer further represents and warrants that all designations of Primary Users, Administrators and Users are duly authorized by Customer and that the Primary User and each additional Administrator and User is authorized to act on behalf of Customer.

**7) Revocation and modification.** Customer may revoke the authority of or change the Primary User at any time upon prior written notice or execution of system settings and/or execution of additional documentation required by Bremer. Customer will notify Bremer in writing immediately if Customer's Primary User or any Administrator or User is terminated or is no longer authorized to view or transact business on Customer's Account(s) using the Services. Primary User shall immediately take all necessary action online through the Services system settings or otherwise to terminate or modify the access of a User or Administrator who has been terminated by Customer or whose access rights have been changed. Bremer may continue to recognize the authority of the Primary User, and each Administrator and User until Bremer has received and had a reasonable time to act upon written notice. Bremer reserves the right to remove a Primary User and the authority or access of any Administrator or User appointed by a Primary User from the Account(s) at any time, for any reason, without further notice to Customer.

## **E. Changes in terms/fees**

Bremer may change the terms, including fees, set forth in this Agreement or in the Fee Schedule at any time. Customer will be notified of any such changes as required by applicable law, either by mail or by an electronic

message. Customer understands that by using Business Online Banking after a change becomes effective, it has agreed to that change. If Customer does not accept the pricing change, then Customer must notify Bremer within fifteen (15) days of the effective date of the pricing change. Bremer may, from time to time, introduce new Business Online Banking Services and capabilities for business customers. By using any Business Online Banking service, Customer agrees to be bound by the most current terms contained in this Agreement.

## **F. Maintaining accounts**

Customer agrees to properly maintain its Accounts to comply with the rules governing its Accounts, and to pay any fees associated with the use or maintenance of those Accounts. Any issue relating to an Account or service with Bremer or any Bremer affiliate that is accessed through Business Online Banking shall be governed by the law(s) specified in the Agreement for that Account or service.

Customer's Bremer deposit and loan accounts that are linked can be viewed and accessed in Business Online Banking. Accounts will continue to be governed by the terms and conditions of Account Agreements and Customer's loan agreements except where noted in this Agreement. This Agreement will control if there is a conflict with Customer's other agreements. In addition, each Account and Business Online Banking Service is subject to the following:

- Terms or instructions appearing on a screen when using Business Online Banking Services;
- Bremer's rules, procedures and policies applicable to Customer's Accounts; and
- Applicable state and federal laws and regulations.

## **G. Access to Bremer business online banking**

Customer may access Business Online Banking and its Accounts to check balances, transfer funds, review online statements, view transaction history, and various other activities. To access Business Online Banking Services Customer must have a COMPANY I.D., USER I.D., and a PASSWORD as described below and the required hardware and software. Customer is solely responsible for having the required hardware and software and for securing an Internet service provider.

Subject to the terms of this Agreement, Business Online Banking will generally be available seven (7) days a week, 24 hours a day. At certain times, Business Online Banking may not be available due to system maintenance or circumstances beyond Bremer's control. During these times, Customer is responsible for carrying out banking business through any alternative delivery channel available to it as a Bremer business customer.

## **H. Termination**

Unless otherwise required by applicable law, Bremer may terminate this Agreement and/or Customer's access to the Services, in whole or in part, at any time. Access through the Services, in whole or in part, may be reinstated by Bremer, at Bremer's discretion, at any time. If reinstated, the then current terms and conditions of this Agreement will control. Customer may request reinstatement by calling Bremer Customer Support at 800-908-2265. If Customer does not access Customer's Accounts via the Services for any three (3) month period, Bremer may terminate Customer's Services, including but not limited to Bill Pay. If you wish to cancel any of your available Services, contact Bremer Customer Support at 800-908-2265 or send cancellation instructions in writing to Bremer Customer Support, Bremer Service Center; 8555 Eagle Point Blvd., PO Box 1000, Lake Elmo, MN 55042.

## **I. Online security**

The Business Online Banking Service for business customers utilizes a comprehensive security strategy to protect Customer's accounts and transactions conducted over the Internet. Customer agrees to the adoption of such security procedures and that such mutually agreed upon security procedures are commercially reasonable. Each User will be given a COMPANY I.D., USER I.D., and PASSWORD along with instructions for establishing an extra layer of security called Multi-Factor Authentication to access Business Online Banking. Passwords for Business Online Banking can be changed online at any time. Online passwords must meet the criteria presented on the screen at the time of creation, generally involving a minimum number of characters, a combination of letters and other characters, and other parameters.

Bremer recommends that passwords be changed regularly. All PASSWORDS are required to be changed every ninety (90) days.

- 1) Customer agrees to comply with the following security procedures. Customer acknowledges that the security procedures are for verification of authenticity and not to detect errors in transactions. Customer warrants that no Users will be allowed to initiate transfers without proper supervision and safeguards and agrees to take all reasonable steps to maintain confidentiality of the security procedures and any related security features. IF CUSTOMER KNOWS, BECOMES AWARE, OR BELIEVES THAT AN UNAUTHORIZED INDIVIDUAL HAS TRANSACTED OR ATTEMPTED TO TRANSACT ON ITS BEHALF, OR THAT THE SECURITY PROCEDURES HAVE OTHERWISE BEEN COMPROMISED, CUSTOMER AGREES TO IMMEDIATELY NOTIFY BREMER AND AGREES THAT ANY TRANSACTION MADE BEFORE OR WITHIN A REASONABLE TIME AFTER SUCH NOTICE TO BREMER SHALL BE TREATED AS AUTHORIZED BY CUSTOMER.
- 2) The Primary User agrees to designate User(s) to act on its behalf, who shall have the authority to authorize all actions necessary in the use of Business Online Banking. Customer agrees that Bremer shall not be under a duty to inquire as to the authority or propriety of any transaction made by User(s). Primary User shall be responsible for establishing strong internal security procedures governing Customer's access to Business Online Banking and Mobile Banking.
- 3) Bremer shall be entitled to act upon the instructions of any person whom the Bank reasonably believes to be a User(s), whether or not the Customer has authorized such instructions. The Bank shall not be liable for any loss, cost, expense or other liability arising out of any such instructions.
- 4) Customer agrees that the Bank may send notices and other communications, including COMPANY I.D.(S), USER I.D.(S), AND PASSWORD(S) to the current address shown in the Bank's records, whether or not that address includes a designation for delivery to the attention of any particular individual. Customer agrees to implement and comply with Bremer's password and Multi-Factor Authentication requirements, and further agrees that the Bank will not be responsible or liable to it in any way if information is intercepted by an unauthorized person, either in transit or at the place of business. Customer agrees to: (1) keep password(s) secure and strictly confidential, providing password(s) only to User(s) on the account(s); (2) instruct each person to whom it gives a password(s) that he or she is not to disclose it to any unauthorized person; and (3) immediately notify the Bank and select a new password if Customer believes a password may have become known to an unauthorized person.
- 5) BREMER WILL HAVE NO LIABILITY TO CUSTOMER FOR ANY UNAUTHORIZED PAYMENT OR TRANSFER MADE USING ITS CREDENTIALS THAT OCCUR BEFORE IT HAS NOTIFIED BREMER OF POSSIBLE UNAUTHORIZED USE AND BREMER HAS HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE. CUSTOMER AGREES TO COOPERATE WITH BREMER IN CONNECTION WITH ITS INCIDENT RESPONSE INVESTIGATION IN A TIMELY MANNER AND TO PROVIDE ANY INFORMATION REQUESTED BY BREMER WITHIN TWO BUSINESS DAYS OF THE REQUEST. Bremer may suspend or cancel Customer's credentials even without receiving such notice from it, if Bremer suspects any credentials are being used in an unauthorized or fraudulent manner.
- 6) Customer must implement, among other measures, internal controls and procedures to ensure that terminals used to access the Services are attended only by Users while accessing such Services and that sessions are fully terminated when authorized use is completed. Bank strongly recommends that Customer's internal controls include dual control features. Customer's failure to use available dual control features may constitute negligence, in which case Customer shall be responsible for resulting losses that could have been prevented by having dual control features in place. Bremer strongly recommends that Customer conduct regular audits of Users of the Services to ensure that Users are acting in accordance with the authority granted to them with respect to the Services.
- 7) Bremer reserves the right to issue new security procedures and/or to cancel or change security procedures from time to time. Customer agrees to the adoption of such security procedures and that such mutually agreed upon security procedures are commercially reasonable. In the event of any system failure, Bremer reserves the right to require additional documentation, including written authorization from a Primary User before accepting any order reinstating Customer's access to the Services.

## **J. Contact by Bremer or affiliated parties**

No Bremer employee will contact Customer via email or phone requesting its Online COMPANY I.D., USER I.D., PASSWORD or Multi-Factor Authentication information. If Customer is contacted by anyone requesting this information, please call 800-908-2265 immediately.

## **K. Electronic mail (email)**

Customer can communicate with Bremer via email. Please remember that the Bank will not immediately receive an electronic message. If Customer needs to contact Bremer immediately, please call 800-908-2265 or call the local Bremer Bank. No action will be taken on any electronic message Customer sends to the Bank until the Bank actually receives the message and has a reasonable opportunity to act on it. Customer cannot use email to make an account balance inquiry, a stop payment, wire transfer or a funds transfer. Customer cannot use email to cancel a transfer or a loan payment. Customer should never send the Bank its Business Online Banking COMPANY I.D., USER I.D., PASSWORD, Multi-Factor Authentication information or other sensitive Account information via email.

## **L. Account statements**

All daily transactions, payments, and funds transfers will appear on Business Online Banking and on Customer's Account statement(s). Bremer may deliver amendments to this Agreement and other disclosures to Customer in an electronic format. Other types of disclosures may include monthly account statements, monthly analysis statements, deposit account disclosures, notices regarding changes in account terms and fees and privacy notices. The equipment necessary for accessing these types of disclosures electronically is described within this Agreement in the Business Online Banking Services section.

In addition, Customer can request paper copies of documents through the Service free of charge. Fees for paper copies of account statements may be imposed depending on the type of account Customer has and/or the reason and frequency of requests for paper copies.

## **M. Business Online banking services**

Prior to enrolling in the Service and accepting the electronic version of this Agreement, Customer should verify that it has the required hardware and software necessary to access the Service and to retain a copy of this Agreement. If Bremer revises hardware and software requirements, and if there is a material chance that the changes may impact Customer's ability to access the Service, Bremer may give Customer advance notice of these changes and provide Customer an opportunity to cancel the Service and/or change the method of receiving electronic disclosures (e.g. change to paper format vs. electronic format) without the imposition of any fees.

Requirements for business online banking access include:

- A Bremer business checking account or business money market deposit account or a business loan account located at any Bremer Bank
- A computer, Internet access and a common browser (with the current version plus two older than the current version being supported)
- 128-bit SSL (Secured Sockets Layer) encryption
- Service through an Internet Service Provider
- An Online COMPANY I.D., USER I.D., PASSWORD and Multi-Factor Authentication for each User

- 1) **Alerts service.** The alerts Service allows Customer to request and receive messages about its Account(s). It may receive alerts through email message(s) and/or text-enabled cell phone or pagers. Each alert will be effective after set up of the alert parameters and delivery point using the alerts Service. Customer must be enrolled in Business Online Banking to use the alerts Service. To receive alerts, Customer and each User must set up the alerts Service separately.

Customer agrees that each alert may not be encrypted and may include its name and information pertaining to its account(s). Receipt of any alert may be delayed or prevented by factor(s) affecting Customer's Internet Service Provider(s), phone operator(s), and other relevant entities. Bremer guarantees neither the delivery nor the accuracy of the contents of any alert. Bremer Bank will not be liable for losses or damages arising from (a) non-delivery, delayed delivery, or wrong delivery of any alert;(b) inaccurate content in an alert;(c) Customer's use or reliance on the contents of any alert for any purposes. Bremer reserves the right to terminate any request from Customer, for any alert, at any time. The information in any alert may be subject to certain time delays. Customer will manage the types and timing of alerts and the alerts may be stopped or suspended by Customer at any time. Either Customer or Bremer Bank may terminate Customer's use of the alerts Service at any time without notice.

- 2) **Account access.** Customer chooses the business Accounts that it wants to access through Business Online Banking. User(s) may also access individual Bremer accounts. All such activity related to individually owned accounts is subject to the terms of the Bremer Personal Account Agreement.
- 3) **Transfers.** Although transfers are processed by Bremer only on Business Days, provided the request is received by the Bank prior to the posted online cutoff time, Customer may initiate a transaction through Business Online Banking 24 hours a day, seven (7) days a week, except during maintenance periods; however, the transfer will be completed on the next Business Day. Prior to initiating any Business Online Banking Service that would enable the transfer of funds to an account other than its own, Customer will be required to read and accept our Treasury Management Terms and Conditions.
- 4) **Stop payment request.** Bremer will accept online requests from a User to stop payment on any check, except for cashier's checks, official checks or other cash-equivalent items. The Bank will process requests received prior to the posted cutoff time on the same Business Day received. Requests received after the posted cutoff time will be processed on the next Business Day. Bremer must receive a stop payment request at a time that will give it a reasonable opportunity to act on it prior to payment of the item. Generally, stop payments are not processed until the cutoff time or later on that Business Day.

STOP PAYMENT REQUESTS ARE NOT EFFECTIVE IF, EITHER BEFORE OR WITHIN 24 HOURS OF WHEN THE STOP PAYMENT ORDER WAS PLACED, BREMER HAS ALREADY CASHED THE ITEM OR BECOME OTHERWISE LEGALLY OBLIGATED FOR ITS PAYMENT. STOP PAYMENT REQUESTS ARE PROCESSED BY COMPUTER. BREMER WILL ASSUME NO RESPONSIBILITY IF ANY INFORMATION PROVIDED IS INCORRECT OR INCOMPLETE THAT WOULD CAUSE THE CHECK TO BE PAID (I.E., INCORRECT CHECK NUMBER, AMOUNT, ACCOUNT NUMBER OR DATE). ONCE PLACED, THE STOP PAYMENT ORDER WILL REMAIN IN EFFECT FOR SIX (6) MONTHS FROM THE DATE WHEN IT WAS AUTHORIZED, UNLESS THE EXPIRATION DATE WAS SELECTED BY THE USER (UP TO TWENTY-FOUR (24) MONTHS). A USER MAY RENEW THE STOP PAYMENT ORDER FOR AN ADDITIONAL TWENTY-FOUR (24)-MONTH PERIOD WHEN THE EXPIRATION DATE ARRIVES. CUSTOMER IS RESPONSIBLE FOR MONITORING THE EXPIRATION OF STOP PAYMENTS. NO NOTICE WILL BE PROVIDED TO CUSTOMER THAT A STOP PAYMENT IS EXPIRING. A FEE WILL BE CHARGED FOR EACH STOP PAYMENT AND EXTENSION OF A STOP PAYMENT.

In order to cancel a stop payment, a User is required to fax or deliver a written request to a Bremer location or submit their request through the stop payment feature in Business Online Banking. Stop payments cannot be canceled via email.

- 5) **Bill pay for business.** This Bill Pay for Business (Bill Pay) Service allows Customer to schedule bill payments. Customer may arrange, at its option, for the payment of its current, future and automatic (recurring) bills from a Bremer checking account. A Bill Pay Account may not be used to pay any part of the balance Customer owes on that Bill Pay Account.
  - a. **Use of Service.** Other than as stated above, there is no limit to the number of payments that may be authorized. Customer may pay anyone in the U.S. approved by Bremer for payment through Bill Pay. Tax payments and court ordered payments may be scheduled through Bill Pay; however, such payments are discouraged and must be scheduled at Customer's own risk. In no event shall Bremer be liable for any claims or damages resulting from scheduling such types of payments. By furnishing Bremer with the name and address of a Biller, you authorize Bremer to follow Customer's payment instructions regarding that Biller. In some instances, Bill Pay may submit payments to the best known Biller address. When necessary, Bremer will reformat Customer's payment to match the format required by Customer's Biller for electronic payment processing. Bill Pay is intended only for Customer as the subscriber of Bill Pay. Any attempt to use Bill Pay to process payments for third parties is prohibited and will be grounds for termination of Bill Pay and Customer's access to Internet banking Services from Bremer.

Bremer may use nonaffiliated third parties acting on its behalf to process Bill Pay payments. Bill Pay third-party processors are required to adhere to Bremer's strict standards of security and privacy protection. Paper checks processed by nonaffiliated third parties may show that they were drawn on the third-party processor rather than Bremer.

The date the Bill Pay payment begins processing is based on the Payment Due Date and the payment method used to pay the Biller. When Bremer receives a payment instruction (for the current or future date), Bremer will begin processing Customer's payment using the appropriate payment method to deliver the payment to the Biller by the Payment Due Date. The funds will be removed from Customer's account on the Payment Due Date for most payments. For payments sent as a Laser Draft drawn on Customer's Account, funds will be removed from Customer's Account when the check is presented to Bremer for payment. For bill payments funded by checking accounts, Bremer may, at its option, pay or refuse to pay the bill payment if it would create an overdraft on Customer's Bill Pay Account, without regard to whether Bremer may have previously established a pattern of honoring or dishonoring overdrafts. Bremer may, without prior notice to Customer, take any of the following actions, at its sole discretion, if Bremer receives a bill payment drawn against Customer's checking Account and there are insufficient available funds in Customer's Bill Pay Account to cover the item:

1. Cover the bill payment in accordance with the terms of any written overdraft protection plan that Customer and Bremer has established
2. Pay the bill payment and create an overdraft on Customer's checking Account
3. Return the bill payment as non-sufficient funds

Customer agrees to pay Bremer's fee(s), which may vary depending on the action Bremer takes. Any negative balance on Customer's Bill Pay Account is immediately due and payable in full, unless Bremer agrees otherwise in writing, and Customer agrees to reimburse Bremer for the costs and expenses (including attorney fees and expenses) Bremer incurs in recovering the negative balance (including overdraft and associated fees).

If Customer's Bill Pay Account closes for any reason, all pending payments associated with the account will be canceled and it is Customer's sole responsibility to make all pending and future payments.

- b. **Scheduling Bill Pay Payments.** Payments made through Bill Pay require sufficient time for Customer's Biller to receive Customer's payment and credit Customer's account properly. To avoid incurring finance or other charges imposed by Customer's Biller, Customer must schedule a payment sufficiently in advance of the Payment Due Date. The Bill Pay system will only allow Customer to schedule payments that allow enough time for processing to meet the Payment Due Date. Customer must schedule Customer's payment using the Payment Due Date and not the last day of any grace period established by the Biller. Payments must be scheduled prior to the posted cutoff time to be processed on that Business Day. The funds will be removed from Customer's account on the Payment Due Date for most payments. For payments sent as a Laser Draft drawn on Customer's account, funds will be removed from Customer's Account when the check is presented to for payment.

Payments made to the same Biller, for the same amount, on the same day cannot be scheduled within the Bill Pay system.

Automatic recurring periodic payments must be for the same amount. If the recurring payment date falls on a weekend or holiday, it will be paid on the preceding Business Day.

Bremer reserves the right to limit the frequency and dollar amount of transactions from Customer's account for security reasons.

- c. **Errors.** If Bremer does not properly complete a bill payment on time or in the correct amount, Bremer will pay any related late fees and finance charges that Customer reasonably incur as a direct result. Bremer will not be responsible for any charges or fees imposed or any other action taken by a Biller resulting from a payment that Customer has not scheduled properly, including without limitation, any applicable finance charges and late fees. In addition, Bremer will not be liable if any third party, through whom any bill payment is to be made, fails to properly transmit the payment to the intended Biller. Bremer will also not be liable if (a) there are insufficient available funds in Customer's Bill Pay Account and/or overdraft protection plan; (b) if a legal order directs Bremer to prohibit withdrawals from the Bill Pay Account; (c) if the Bill Pay Account is closed or frozen; or (d) if any part of the electronic funds transfer system network is not working properly. Except as stated above, Bremer will not be liable for indirect, special, or consequential damages arising out of the use of Bill Pay. Reimbursement of late fees or finance charges will be based solely on the validation of the Payment Due Date.



- d. **Disclosures of Account Information.** Bremer will disclose information to third parties about Customer and Customer's accounts and transactions as described below:
- i. Bremer currently has an agreement with outside vendors under which the vendors assist Bremer in providing Bill Pay. Bremer will provide the vendors with information about Customer's accounts, Customer's transactions, and Customer's electronic messages in order to carry out Customer's instructions. Vendors will maintain the confidentiality of Customer's information and will use it only as necessary to process Customer's transactions.
  - ii. Where it is necessary for completing Bill Pay payments.
  - iii. In order to verify the existence and condition of Bill Pay Account for a Biller or holder of a check issued by Bill Pay.
  - iv. Under other circumstances as specified in the Business Account Agreement (or Personal Account Agreement, if applicable).
- e. **Termination of Bill Pay.** If Customer has Bill Pay and does not schedule or process a payment through Bill Pay for any 3-month period, Bremer may at its sole discretion, terminate Customer's use of Bill Pay, without prior notice. Customer agrees that it will use Bill Pay only to pay bills and invoices, and not for any other purposes. Using Bill Pay for other, unauthorized purposes may result in termination of Customer's access to the Bill Pay Service at Bremer's sole discretion. Customer must have at least one Bill Pay Account at Bremer to use Bill Pay. If Customer closes its Bill Pay Account, Customer must designate a new Bill Pay Account within 30 days or Bremer may terminate Bill Pay without prior notice. If Bremer terminates Customer's use of Bill Pay, Customer's online bill payment information will be removed and all pending payments will be canceled and are Customer's sole responsibility. If Customer decides to terminate Bill Pay, Bremer strongly suggests that Customer cancel all future bill payments at the same time that Customer cancels Bill Pay, either by deletion of those payments by Customer using Bill Pay or by calling Bremer Bank, NA at 800-908-2265. This will ensure that future payments made by Customer will not be duplicated. Bremer will automatically delete all outstanding payment orders (all individual payments and all recurring payments) once Bremer has been notified that Customer has terminated Bill Pay. Termination of Bill Pay will not automatically close Customer's Bill Pay accounts. Termination of Bill Pay will not terminate other services Customer has under this Agreement.

## N. Mobile banking services

This Service is provided to you by Bremer Bank and powered by a Third Party (the "Licensor") mobile technology solution. Section N(1) is a legal agreement between you and Bremer Bank. Section N(3) is a legal agreement between you and the Licensor ("End User License"). By using Mobile Banking Customer agrees that it has read and will be bound by the terms in this Section N.

- 1) **Bremer mobile banking terms and conditions.** Please note the following:
- The Services are separate and apart from any other charges that may be assessed by your wireless carrier.
  - To enroll in Mobile Banking and Remote Deposit Service, you must also be a subscriber to Bremer Bank Business Online Banking Services .
  - We are not responsible or liable for the acts, omissions, systems or services provided by the Licensor or any of the provisions of Section N(3) which is the responsibility of the Licensor.
- a. **Functionality.** Not all the Business Online Banking Services or the functionality on the Business 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. For those Business Online Banking Services available through your Mobile Device, the Business Online Banking Services may use different terminology and appear in different formats when viewed through your mobile device. You may be required to follow different instructions to access Business Online Banking Services through your Mobile Device. Processing of payment and transfer instructions may take longer through Mobile Banking.
- b. **Charges.** Your wireless provider's standard rates apply to Internet access. We do not charge for any content; however, downloadable content may incur additional charges from your wireless provider. Please contact your wireless provider for information about your Internet access. Your wireless provider may impose Internet access and/or charge limitations that are outside of our control, for using this Service on your account. All such charges are billed by and payable to your wireless provider. You are responsible for any charges from your wireless provider. We are not responsible for any damages resulting from your failure to comply with any terms and conditions of your wireless provider.
- c. **Mobile Device.** You represent that you are the owner or authorized user of the Mobile Device you use

to receive our Mobile Banking Service, and that you are authorized to approve the applicable charges. We may use the telephone or mobile phone number, email address or other delivery location we have in our records for you or other such information as you may provide to us to contact you for Mobile Banking.

- d. Limitation of Liability.** We will not be liable for any delays or failures in your ability to access our Mobile Banking Service as access are subject to effective transmission from your network provider and processing by your Mobile Device, as well as delays and interruptions in the Internet. Mobile Banking Services are provided on an AS IS, AS AVAILABLE basis.
- e. Transmission of Information.** 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 Business 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, non- delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the messages sent through Mobile Banking.
- f. Use Restrictions.** Our Mobile Banking Service, as well as the content and materials you may receive or access through your use of our Service, are proprietary to us and our licensors, and are for your personal, non-commercial use only. You will not damage, impair, interfere with, or disrupt our Business Online Banking Service or its functionality.
- g. Use Outside of the United States.** 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.
- h. Changes in Terms.** We reserve the right to alter charges and/or these 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 Agreement, the End User License, or your Account agreement with us. The Service is also subject to termination in the event your wireless service terminates or lapses.
- i. Liability for Unauthorized Transactions and Service Interruptions.** Mobile Banking is provided for your convenience and does not replace your monthly account statement, which is the official record of your account. Mobile Banking, including instructions for payment, transfer and other transactions, may be delayed, interrupted or otherwise negatively impacted by factors relating to your Mobile Device, your Internet service provider, wireless provider or other parties, or due to other reasons outside of our control. We will not be liable for any such delays, interruptions, or negative impacts to Mobile Banking and you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.
- j. Indemnification obligations.** You agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your use of the Mobile Banking and your provision of a telephone or mobile phone number, email address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of this Agreement.
- k. Contact.** If you have any questions, email [contactus@bremer.com](mailto:contactus@bremer.com) or call 800-908-2265.

- 2) Mobile Deposit Service.** The Mobile Deposit Service allows you to make deposits of the electronic image of a check or Substitute Check (each an “item”) to your eligible 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 Mobile Deposit Service.
- a. **Eligible Items.** You agree:
1. to deposit only images that originated as paper checks, and no third-party or electronic checks may be deposited using the Mobile Deposit Service;
  2. to implement and maintain security measures, including firewall protection, in compliance with your obligations under this Agreement;
  3. to keep your email address updated within Business Online Banking for businesses;
  4. to properly endorse all items using the Mobile Deposit Service as stated in Section (e) below;
  5. not to deposit items into your account unless you have authority to do so;
  6. after you submit an item for deposit using the Mobile Deposit Service you will not redeposit, otherwise transfer or negotiate the original item;
  7. after you submit an item for deposit you are solely responsible for the storage or destruction of the original item as further provided below;
  8. the electronic image of the item will become the legal representation of the item for all purposes;
  9. 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
  10. to promptly provide us with a written notice of any claim you receive regarding the Mobile Deposit Service.
- b. **Restrictions and Limitations.** You agree not to use the Mobile Deposit Service to deposit any of the following Items:
- i. Items payable to any person or entity other than you;
  - ii. Items drawn on a financial institution located outside the United States;
  - iii. 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; or
  - iv. Items prohibited by our current procedures relating to the Mobile Deposit Service or which are otherwise not acceptable under the terms of your applicable checking, savings, or money market account and related agreement with us.
- c. **Contact.** Bremer Bank will notify you via the email address that you provided within Business Online Banking for business banking. You agree that this email address is a current a valid way to contact you with updates regarding your mobile deposit. You may change this email address by logging into your Business Online Banking and going to the Administration menu tab. 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.
- d. **Image Quality.** The image of an item transmitted using the Mobile 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:
- i. further transmit the item and data in the form received from you;
  - ii. repair or attempt to repair the item or data and then further transmit it;
  - iii. process the item as photocopies in lieu of originals; or
  - iv. return the data and item to you unprocessed and charge back your account.
- e. **Endorsement.** You agree to properly endorse all items captured and submitted using the Mobile Deposit Service. This should include a signature (s) from the named payee(s). It is also suggested that you write “For Bremer Bank Mobile Deposit Only.” This will help prevent a duplicate deposit being made.
- f. **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 6:00 p.m. CT on a Business Day, will be deposited the next Business Day. Items submitted after 6:00 p.m. CT or on a non-Business Day, will be deposited in two Business Days. Once items have been approved through the Mobile Deposit Service, they are subject to our Funds Availability Policy.

- g. **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. You will promptly (but in any event within five (5) Business Days) provide any retained original item to us as requested to aid in the clearing and collection process to resolve claims by third parties with respect to any item or as we otherwise deem necessary. After forty-five (45) 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.
- h. **Restrictions and Limitations.** You agree your deposits using the Mobile Deposit Service will not exceed the limitations and may be changed from time to time. Minimum Hardware and Software Requirements. In order to use the Mobile Deposit Service, you must obtain and maintain, at your expense, compatible hardware and software including but not limited to an Internet enabled Mobile Device.
- i. **Eligibility, Termination and Changes.** You must meet the eligibility requirements in order to use the Mobile Deposit Service. We have the right to suspend or terminate the Mobile Deposit Service at any time if you or your accounts(s) do not meet our eligibility requirements or if you are in violation of this Agreement, the End User License, or Account Agreement. We may also terminate the Mobile Deposit Service in the event your wireless service terminates or lapses. We also reserve the right to change the Mobile Deposit Service at any time without notice to you.
- j. **Errors.** You agree to promptly review each account statement and notify us of any errors. All deposits made through the Mobile Deposit Service will be deemed to be correct, unless you notify us of any errors to your deposits immediately, but no later than 30 (thirty) days after the applicable account statement is mailed or otherwise provided to you or as otherwise specified in your Online Agreement and Account Agreement.
- k. **Changes.** We reserve the right to change the Mobile Deposit Service at any time without notice to you. We reserve the right to charge a fee for this Service at any time. We reserve the right to deny, suspend or revoke access to the Mobile 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 Deposit Services inconsistent with the terms and conditions hereof. Further, we have the right to suspend the Mobile 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.
- l. **Limitation of Liability.** The Mobile Deposit Service is provided for your convenience and does not replace your monthly account statement, which is the official record of your account. The Mobile Deposit Service may be delayed, interrupted or otherwise negatively impacted by factors relating to your mobile device, your Internet service provider, wireless provider or other parties, or due to other reasons outside of our control. We will not be liable for any such delays, interruptions, or negative impacts to the Mobile Deposit Service, and you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.
- m. **Indemnification Obligations.** You agree to indemnify, defend and hold us harmless from and against any claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your use of the Mobile Deposit Service. This obligation survives termination of this Agreement and the End User License.

### 3) End user license agreement terms for the downloadable app

- a. **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").
- b. **License.** Subject to the terms and conditions of this End User License, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this End User License. All rights not expressly granted to you by this End User License 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 End User License 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.
- c. **Restrictions.** 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.
- d. **Disclaimer Warranty.** 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-INFRINGEMENT. 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.
- e. **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 THEIR 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.
- f. **U.S. Government Restricted Rights.** 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 End User License.
- g. **Miscellaneous.** This End User License constitutes the entire agreement between the you and the Licensor concerning the subject matter hereof. This End User License will be governed by and construed in accordance with the laws of the state of Minnesota excluding that body of laws pertaining to conflict of laws. If any provision of this End User License 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 End User License are subject to the exclusive jurisdiction of the courts of Minnesota and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this End User License 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.

- h. **Content and Services.** 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.

## **O. Bremer's Liability**

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

- 1) If Bremer fails or delays in making payment or transfer pursuant to Customer's instructions, or if the Bank makes a payment or transfer in an erroneous amount which is less than the amount per Customer's instructions, unless otherwise required by law, the Bank's liability shall be limited to interest on the amount which it failed to timely pay or transfer, calculated from the date on which the payment or transfer was to be made until the date it was actually made or Customer canceled the instructions. Bremer may pay such interest either to Customer or the intended recipient of the payment or transfer, but in no event will the Bank be liable to both parties, and payment to either party will fully discharge any obligation to the other.
- 2) If Bremer makes a payment or transfer in an erroneous amount which exceeds the amount per Customer's instructions, or if the Bank permits an unauthorized payment or transfer after it has had a reasonable time to act on a notice from Customer of possible unauthorized use as described above, unless otherwise required by law, Bremer's liability will be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the payment or transfer to the date of the refund, but in no event to exceed sixty (60) days' interest.
- 3) If Bremer becomes liable to Customer for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where the Bank is headquartered for each day interest is due, computed on the basis of a 360- day year.

NEITHER BREMER NOR ANY OF ITS DIRECTORS, EMPLOYEES OR AGENTS MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE PERFORMANCE OR QUALITY OF THE BUSINESS ONLINE BANKING SERVICES OR THE RESULTS THAT MAY BE OBTAINED FROM USING THE BUSINESS ONLINE BANKING SERVICES. BREMER SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF MERCHANTABILITY OR WARRANTIES AGAINST INFRINGEMENT.

NEITHER BREMER NOR ANY OF ITS DIRECTORS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR ANY DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, RESULTING FROM OR CAUSED BY THE USE, OR ATTEMPTED USE, OF THE BUSINESS ONLINE BANKING SERVICE, OR ITS CONTENT, INCLUDING, WITHOUT LIMITATION, LOSSES RELATED TO: CUSTOMER'S USE, OR INABILITY TO USE, THE BUSINESS ONLINE BANKING SERVICE; ANY ERRORS, OMISSIONS OR DEFECTS IN ANY CONTENT; ANY INTERRUPTIONS OR DELAYS IN TRANSMISSION TO THE BUSINESS ONLINE BANKING SERVICE; OR COMPUTER VIRUSES RECEIVED BY CUSTOMER AS A RESULT OF ITS USE OF THE BUSINESS ONLINE BANKING SERVICE. IN ANY EVENT, ANY LIABILITY OF BREMER, ITS EMPLOYEES, AGENTS, CONTENT PROVIDERS AND LICENSORS SHALL NOT EXCEED THOSE AMOUNTS SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT.

- 4) Further, Bremer will not be obligated to honor, in whole or in part, any transaction or instruction that:
- a. Is not in accordance with any term or condition applicable to the relevant Service in this Internet Banking Agreement or Customer's Account Agreement
  - b. Bremer has reason to believe may not have been authorized by Customer or any third person whose authorization Bremer believes is necessary, or which involves funds subject to a hold, dispute, restriction or legal process it believes prevents their withdrawal.
  - c. Would violate any applicable provision of any risk control program of the Federal Reserve or any applicable rule or regulation of any other federal or state regulatory authority.
  - d. Is not in accordance with any other requirement of Bremer's applicable policies, procedures or practices.
  - e. Bremer has reasonable cause not to honor for Customer's protection or Bremer's protection.

## **P. Indemnification**

Except to the extent of Bremer's liability pursuant to the terms of this Agreement or any other agreement or notice that otherwise governs Customer's Account, Customer agrees to indemnify and hold Bremer, its directors, officers, employees and agents harmless from any and all loss, liability, claims, demands, judgments and expenses (including attorneys' fees) arising out of, or in any way connected with, Customer's use or misuse of Business Online Banking. This indemnification is provided by Customer without regard to whether Bremer's claim for indemnification is due to the use of Business Online Banking by The Primary User or any User(s).

## **Q. Corporate and partnership authorizations**

Customer represents that each User who has been issued a COMPANY I.D.(S), USER I.D.(S), AND PASSWORD(S) has general authority from its organization to give instructions within the access capability associated with such COMPANY I.D.(S), USER I.D.(S), AND PASSWORD(S), all as evidenced by any resolution, partnership declaration or other agreements Customer has provided to Bremer, and that Bremer has full authorization from Customer's organization to rely and act upon instructions identified by such COMPANY I.D.(S), USER I.D.(S), AND PASSWORD(S).

## **R. Acknowledgement of commercially reasonable security procedures**

By using Business Online Banking to manage Customer's business Account(s), Customer acknowledges and agrees that this Agreement sets forth security procedures for electronic banking transactions that are commercially reasonable as defined under both the UCC 4A and guidance provided to the banking industry by the Federal Financial Institutions Examination Council (FFIEC).

## **S. General provisions**

### **1. Notices**

UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW, IN THE EVENT THAT BREMER IS REQUIRED TO PROVIDE A NOTICE OR OTHER COMMUNICATION TO CUSTOMER IN WRITING, THAT NOTICE OR OTHER COMMUNICATION MAY BE SENT TO CUSTOMER ELECTRONICALLY TO ITS INTERNET ADDRESS AS REFLECTED IN OUR THEN-CURRENT RECORDS.

### **2. Disclosure of information**

The circumstances under which Bremer will disclose information about Customer or Customer's Accounts has been separately disclosed to it in Bremer's Privacy Policy and in other disclosures that have been provided directly to Customer. Bremer's Privacy Policy may change from time to time and is always available online and at the banking locations.

### **3. Financial review**

Bremer's willingness to provide Services to Customer is based on Customer's financial condition. Customer's financial condition is subject to review by Bremer from time to time, and such reviews must be satisfactory to Bremer in its sole discretion and opinion. Customer shall, upon request, provide to Bremer any information Bremer may require to perform any review. Customer's failure to meet commercially reasonable standards or provide information or assistance when requested shall constitute a breach of this Agreement and shall trigger Bremer's right to cease providing Services upon written notice to Customer.

### **4. Legal process**

If Bremer is served with any notice of lien, attachment, levy, garnishment or other legal process relating to Customer or its Account, Bremer is authorized, without notice to Customer except where required by law, to withhold the withdrawal or payment of so much of the funds in its Account that may be the subject of such notice or legal process. Bremer may disburse such amount out of Customer's Account to a court or to such persons as applicable state or federal law either requires or permits because of such powers. Bremer has no liability to Customer for such withholding or disbursements or for refusal by the Bank to permit withdrawals or payment against Customer's Account because of a court order or other legal process including the return by Bremer of items presented against Customer's Account as unpaid that otherwise would be paid. Any lien, attachment, levy, or garnishment against Customer's Account is subject to Bremer's right of setoff as provided in the Business Account Agreement unless prohibited by law. Customer agrees to pay Bremer's costs and expenses for complying with such legal process, including legal costs and attorneys' fees, costs of research, and copying and administrative fees.

### **5. Governing law**

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