

**Personal Online Banking
Services
Terms and Conditions**

1. **Agreement.** This agreement states the Terms and Conditions “Agreement” that apply to all Personal Online Banking Services “Online Banking” provided to the Customer “you” or “your” by Frandsen Bank & Trust “Bank” and are acknowledged by both parties. This Agreement is subject to applicable federal laws and the laws of the state applicable to your account. If there is a conflict between this Agreement and something said by one of our employees, we will follow this Agreement. You agree to this method of settling difference. This Agreement is in addition to those that apply to any other accounts or other services you have with the Bank.
2. **Accepting this Agreement.** Clicking “Accept” at enrollment constitutes your acceptance of this Agreement and the Terms and Conditions herein. You agree to use Online Banking solely as provided in this Agreement and the applicable online instructions.
3. **Access to Online Banking.** The Bank will provide you with access to Online Banking, subject to the provisions of these Terms and Conditions. In order to utilize Online Banking, you must:
 - a. Have at least one qualified account (checking, savings, certificate of deposit, or loan), a computer, access to Internet service, and an email address
 - b. Complete the Bank’s Personal Online Banking enrollment
Subject to the terms of this Agreement, you will generally be able to access your accounts through www.frandsenbank.com (the “website”) seven days a week, 24 hours a day. At certain times, a service may not be available due to system maintenance or circumstances beyond our control. During these times, you may use Convenience Line (1-877-689-1469) or an automated teller machine (ATM).
4. **Electronic Mail:** One way of communicating with the Bank is by sending an e-mail. Our website provides e-mail forms for you to submit questions about your account(s) or provide comments on Online Banking. We cannot ensure the security of e-mail communications. You should not indicate specific account numbers, your social security number, your password, or other private information in your comments. You cannot use e-mail to initiate transactions on your accounts. For transactions, please use the appropriate functions within Online Banking or call Convenience Line: 1-877-689-1469.
5. **Personal Online Banking Services.** You may perform the following functions through Online Banking:
 - a. View information and images of documents posted to your accounts
 - b. Transfer funds among deposit accounts held at the Bank
 - c. Transfer funds from your qualifying lines of credit with the Bank, if any, to checking accounts held at the Bank
 - d. Transfer funds between accounts held at the Bank and other financial institutions (additional terms and conditions may apply)
 - e. Make payments from deposit accounts held at the Bank to loan accounts held at the Bank
 - f. Download transaction information

- g. Initiate stop payment orders on deposit accounts held at the Bank (additional terms and conditions may apply)
 - h. Receive and view account statements online (additional steps are necessary to enroll and additional terms and conditions may apply)
 - i. Make payments out of your checking accounts held at the Bank using the Bill Pay function (additional steps are necessary to enroll and additional terms and conditions may apply)
 - j. Set up Frandsen Mobiliti to access your account information from your mobile device (additional steps are necessary to enroll and additional terms and conditions may apply – message and data rates from your mobile device provider may apply)
 - k. Access Frandsen Mobile Deposit to deposit checks over your mobile device (additional steps are necessary to enroll and additional terms and conditions may apply– message and data rates from your mobile device provider may apply)
The Bank may add to, modify, or delete any of these functions at any time. You will use Online Banking for personal purposes only. Any internal transaction received by the Bank after 6:00 p.m. Central Time or on any day that is not a business day will be performed on the next business day. Whenever you initiate a transaction by use of Online Banking, you authorize the Bank to perform the transaction.
6. **Alerts.** Your enrollment in Frandsen Bank & Trust Online Banking and/or Mobile Banking (the “Service”) includes enrollment to receive transaction alerts and notifications (“Alerts”). Alerts are electronic notices from us that contain transactional information about your Frandsen Bank & Trust account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new alerts from time to time, or cancel old alerts. We usually notify you when we cancel alerts, but are not obligated to do so. Frandsen Bank & Trust reserves the right to terminate its alerts service at any time without prior notice to you. **Methods of Delivery.** We may provide alerts through one or more channels (“endpoints”): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Frandsen Bank & Trust Online Banking message inbox. You agree to receive alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and text message alerts provided through the alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you alerts. If your email address or your mobile device’s number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number. **Alerts via Text Message.** To stop alerts via text message, text "STOP" to 99588 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in Frandsen Bank & Trust Online Banking. For help with SMS text alerts, text “HELP” to 99588. In case of questions please contact customer service at 877-213-5172. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS. **Limitations.** Frandsen Bank & Trust

provides alerts as a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Frandsen Bank & Trust's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Frandsen Bank & Trust, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose. Alert Information. As alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your alerts will be able to view the contents of these messages.

7. **Access ID, Password, and Enhanced Security.** You must use a confidential access ID and password to access Online Banking. During your first session, you will be required to create a unique access ID and password. You may change your password at any time. Additionally, you will be asked to enroll in our enhanced security which provides you with an added layer of security protection.
8. **Security.** Information you provide in connection with Online Banking will be protected by advanced encryption techniques. These security measures are intended to protect this important information so that it may only be used by you; however, these security features are contingent on you protecting your access ID and password for Online Banking. You acknowledge that no list of security practices can be all inclusive and foolproof for preventing theft.
9. **Protecting Your Access ID and Password:** You have chosen an access ID and password to access your accounts. Except as provided elsewhere in this Agreement or as required by applicable law, you are responsible for all transactions and other activities that occur or are undertaken using your access ID and password. You are responsible for keeping your access ID and password confidential and for ensuring you have logged off of Online Banking when your session is complete to prevent unauthorized users from accessing your Online Banking account. You agree that you will be the only user of your access ID and password, that you will not disclose any of this information to any other persons. You agree to immediately contact the Bank if you know or suspect any unauthorized use of your access ID and password. You acknowledge the risk of loss resides with you if a fraudulent payment order is received by the bank in compliance with the bank's normal security procedures.
10. **Changes in Terms.** Except as otherwise required by law, rule, or regulation, we may change the terms of this Agreement at any time. When changes are made we will update this Agreement at www.frandsenbank.com on the effective date. You can choose to accept or decline changes by continuing or discontinuing use of Online Banking. Changes to fees or terms applicable to eligible accounts are governed by the agreement otherwise governing your account.

11. **Termination.** Unless otherwise required by applicable law, the Bank may terminate this Agreement and/or your access to Online Banking, in whole or in part, at any time. Access, in whole or in part, may be reinstated by us, at our discretion, at any time. If reinstated the current Terms and Conditions at that time will apply. If you do not access your accounts via Online Banking for any consecutive three-month period, we may terminate your Online Banking Service. If you wish to cancel any of your Online Services, please contact the Bank.
12. **Limits on Transactions.** The Bank is not required to complete any Online Banking transactions, if:
 - a. You do not comply with any provision of these Terms and Conditions; or
 - b. The account from which a transfer is to be made and any related overdraft credit plan for such account does not have sufficient collected funds to complete the transaction; or
 - c. Any funds in any account are subject to any garnishment, attachment, execution, stay, other legal process, security interest or other lien, except in favor of the Bank; or
 - d. The Bank believes that the transaction is unauthorized, inaccurate, erroneous, or suspicious; or
 - e. You have provided incomplete or inaccurate information to the Bank; or
 - f. Completing the transaction would violate a federal or state law, regulation or rule, or any court order or administrative order, or
 - g. The transaction exceeds any amount limitation or other limitation set by the Bank.
13. **Fees.** There are no monthly fees for accessing Online Banking. Certain online services may be subject to additional fees, which will be disclosed when you register for those services.
14. **Bank's Liability.** The Bank will not be liable to you for any of the following, unless liability or loss is a result of Bank's breach of these Terms and Conditions or the gross negligence or willful misconduct of Bank or its employees or agents: (i) any damages, costs or other consequences caused by or related to Bank's actions that are based on information or instructions that you provide to the Bank; (ii) any unauthorized actions initiated or caused by you; (iii) the failure of third persons or vendors to perform satisfactorily, other than persons to whom the Bank has delegated the performance of specific obligations provided in these Terms and Conditions; (iv) any refusal of a payor bank to pay an electronic item for any reason (other than the breach of contract, negligence or willful misconduct of Bank), including without limitation that the electronic item was allegedly unauthorized, was a counterfeit, had been altered, or had a forged signature; (v) any other party's lack of access to the internet or inability to transmit or receive data; (vi) failures or errors on the part of internet service providers, telecommunications providers or any other party's own internal systems, or (vii) any of the matters described in Section 8 and 11 above.

Bank's liability for errors or omissions with respect to the data transmitted or printed by the Bank will be limited to correcting the errors or omissions. Correction will be limited to presenting electronic items to the payor bank.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS AND CONDITIONS, BANK'S AGGREGATE LIABILITY TO CUSTOMER FOR CLAIMS RELATING TO THESE TERMS AND CONDITIONS, WHETHER FOR BREACH, NEGLIGENCE, INFRINGEMENT, IN TORT OR OTHERWISE, AND ARISING DURING ANY TWELVE-MONTH PERIOD SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY CUSTOMER TO BANK FOR SUCH TWELVE-MONTH PERIOD.

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR ANY LOST PROFITS OR LOSS OF ANY OPPORTUNITY OR GOOD WILL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BANK AND CUSTOMER ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION ARE A BARGAINED FOR ALLOCATION OF RISK AND LIABILITY, AND AGREE TO RESPECT SUCH ALLOCATION OF RISK AND LIABILITY. EACH PARTY ACKNOWLEDGES AND AGREES THAT THE OTHER PARTY WOULD NOT ENTER INTO THESE TERMS AND CONDITIONS WITHOUT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION.

15. **Disclaimer.** BANK'S REPRESENTATIONS, WARRANTIES, OBLIGATIONS AND LIABILITIES, AND CUSTOMER'S RIGHTS AND REMEDIES, SET FORTH IN THESE TERMS AND CONDITIONS ARE EXCLUSIVE. THE SOFTWARE IS PROVIDED BY BANK AND ITS LICENSORS "AS IS". CUSTOMER HEREBY WAIVES AND RELEASES BANK AND ITS LICENSORS AND THEIR RESPECTIVE OWNERS, OFFICERS, AND EMPLOYEES FROM, ALL OTHER REPRESENTATIONS, WARRANTIES OF ANY NATURE, OBLIGATIONS, AND LIABILITIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE SOFTWARE, DOCUMENTATION, AND ANY AND ALL MATTERS ARISING UNDER OR IN CONNECTION WITH THESE TERMS AND CONDITIONS, INCLUDING WITHOUT LIMITATION:
- a. ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, PURPOSE OR APPLICATION, OR OTHER IMPLIED CONTRACTUAL WARRANTY;
 - b. ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE;
 - c. ANY WARRANTIES OF TIMELINESS OR NON-INFRINGEMENT; AND
 - d. ANY OTHER WARRANTY WITH RESPECT TO QUALITY, ACCURACY, OR FREEDOM FROM ERROR. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER BANK NOR ITS LICENSORS WARRANT THAT OPERATION OF THE SOFTWARE OR THE AUTHORIZED EQUIPMENT WILL BE ERROR-FREE OR UNINTERRUPTED.
16. **Indemnification.** The Customer agrees to indemnify and hold harmless the Bank and all of the Bank's past, present, and future officers, directors, employees, agents, shareholders, attorneys and affiliates from all claims, demands, judgments, orders, liabilities, losses, actions, causes of actions, damages, costs and attorneys' fees relating in any way to these Terms and Conditions, and any access to or use of Online Banking Services.

17. **Applicable Law and Jurisdiction.** These Terms and Conditions will be governed by and construed in accordance with the laws of the state of Minnesota, North Dakota, and Wisconsin, excluding its conflict of law principals. The parties shall submit to venue in and jurisdiction of the courts as provided in the account agreement.
18. **Assignment.** Neither party may assign its rights or delegate its duties under these Terms and Conditions without the other party's prior written consent, which will not be unreasonably withheld or delayed. Notwithstanding the foregoing, Bank may assign these Terms and Conditions to an affiliate or subsidiary without Customer's prior consent, provided that Bank remains primarily liable for the performance of its obligations under these Terms and Conditions. Any attempted assignment or delegation without the required consent will be void.
19. **Compliance with Laws.** Each party will comply with all applicable federal, state and local laws and regulations with respect to these Terms and Conditions and such party's activities covered by or related to these Terms and Conditions.
20. **Construction and Interpretation.** Section headings used herein are for the convenience of reference only, and shall not affect the meaning or interpretation of these Terms and Conditions. The failure of either party to enforce any rights granted under these Terms and Conditions or to take action against the other party in the event of any breach shall not be considered a waiver of that right or breach unless the waiver has been reduced to writing and signed by the waiving party. If any provision of these Terms and Conditions is held invalid, illegal or unenforceable in any particular jurisdiction or circumstance, the remaining provision of these Terms and Conditions shall remain valid and enforceable in such jurisdiction or circumstance, and such provision shall remain valid and enforceable in any other jurisdiction or circumstance.
21. **Entire Agreement.** These Terms and Conditions constitute the entire agreement between Customer and Bank with respect to the subject matter hereof, supersede any prior agreements between Bank and Customer with respect to the subject matter hereof, and shall be binding upon Bank, Customer and their respective successors. These Terms and Conditions may not be amended, modified or changed except in writing and executed by the Bank and the Customer.
22. **Force Majeure.** Except for the obligation to make payments, nonperformance by the Bank will be excused to the extent performance is prevented or delayed due to causes beyond the Bank's reasonable control and without its negligent or willful misconduct, including, without limitation, acts of God, natural disasters, terrorist acts, war or other hostilities, labor disputes, civil disturbances, governmental acts, orders or regulations, third party nonperformance or failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment.
23. **Notices.** All notices permitted or required under these Terms and Conditions will be in writing and will be deemed given upon actual delivery. That notice or other communication may be sent to you electronically to your internet address as reflected in our then current records.
24. **Third Party Beneficiaries.** These Terms and Conditions are for the sole and exclusive benefit of Bank and Customer and are not intended to benefit any third party, except Bank's licensors. Customer and Bank acknowledge and agree that any party that licenses the software to Bank, directly or indirectly through one or more sublicenses, is a third

party beneficiary to these Terms and Conditions with respect to those provisions dealing with use and protection of intellectual property.

25. **Waiver of Jury Trial.** The Customer hereby waives any right to a jury trial in any dispute arising out of the Bank's actions under these Terms and Conditions.
26. **Bankruptcy.** The Customer agrees to immediately notify the Bank in the event that it files, or has filed against it, any petition in bankruptcy under the laws of the United States.
27. **Right to Audit.** The Customer acknowledges and agrees that the Bank may audit and review Customer's use of Online Banking Services at any time and may immediately terminate Customer's Use of Online Banking Services without notice and at the sole discretion of the Bank.