

Sargent County Bank NetTeller Banking Agreement

PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP A COPY FOR YOUR RECORDS.

1. **Introduction.** This NetTeller Banking Agreement (“Agreement”) sets forth the terms and conditions of the Sargent County Bank NetTeller Banking Service (“Service”) offered by Sargent County Bank (“Bank” or “us”). In this Agreement, the term “you” refers to you, as the owner and authorized signer on your account that is accessed through the Service. Each time you access your account through the Service, you confirm your agreement to these terms.

2. **Services.** You can perform the following transactions, depending on the services you request and the accounts tied to the Service:
 - View account balance information and transaction history;
 - View images of items;
 - Transfer funds between eligible accounts;
 - Make loan payments;
 - Access bill pay services to make payments from your checking account to authorized payees;
 - Communicate with us by electronic mail (“e-mail”).

We may make other services available to you from time to time. Unless we state otherwise, they will be subject to the terms of this Agreement.

3. **Computer Requirements.** You are responsible for the selection, installation, maintenance and operation of your computer and software. We assume no responsibility for any error or malfunction by your computer or software, or for any computer virus or similar problems you may experience with the Internet or your Internet service provider. You must use equipment and software that are compatible with our system, the requirements of which may change from time to time. Any changes to our software and hardware requirements will be posted on the Service.

4. **NetTeller Banking Accounts.** You must be an owner of the account(s) to enroll for the service. In order to use the Service, you must have a deposit or loan account with us, be able to access to the Internet and have a valid e-mail address. If your e-mail address changes please notify us by letter at Sargent County Bank, PO Box 9, Forman, ND 58032 or in person.

5. **Accessing the Service.** You must use a login ID and a password to access the Service. After you enroll, we will send you a letter with your temporary PIN (“password”). Your login ID will be sent to your email address. Your password must be changed the **first** time you log on to the Service. You should memorize your password and change it periodically. You can change your login ID by going to the Options tab – Personal, scrolling down to the bottom of the page and under NetTeller ID typing the new ID in the Enter New field. We may act on any Service instruction that is accompanied by your login ID and password. You must not disclose your login ID or password to anyone. You are solely responsible for keeping your login ID and password confidential and for the

results of others gaining access to your login ID and password as a result of your negligence or other acts or omissions. Never place your login ID or password on or near your computer. If you forget your password, contact us to have a new one issued to you. We suspend a login ID's access to the Service if there are three unsuccessful attempts to enter a password.

6. **Hours of Operation.** The Service is generally available seven days a week, 24 hours a day. There may be times, however, when all or part of the Service is unavailable due to system maintenance. We are not responsible for the unavailability of the Service or any damages that may result from its unavailability.
7. **Transfers.** You may transfer funds between your linked savings, checking and loan accounts. Transfers cannot be made from time deposit accounts. Transfers initiated on or before 4:00 p.m. (central time) on a banking day will be posted to your account on the same day. All transfers completed after that hour or on a Saturday, Sunday or holiday will be posted on the next banking day.
8. **Account Balance and Transaction Information.** You can use the Service to obtain account balance and transaction information. Please note that the information provided may not include recent transactions and may include funds that are not subject to immediate withdrawal.
9. **Electronic Mail.** You can use the Service to send us e-mail. Since e-mail can be subject to delays and may not be reviewed by us until the next banking day, you should not rely on it if you need to communicate with us immediately (e.g., to stop payment on a check or report an unauthorized transaction). If you need to contact us immediately, call us at 701-724-3216 or toll free at 1-866-724-3216. We must have a reasonable time to act upon any e-mail request, and reserve the right to reject any instruction or request received by e-mail. Please do not include any sensitive information about yourself or your accounts in an e-mail, as we cannot guarantee its privacy over the Internet. You agree that we may read and record any e-mail communications between you and our employees through the Service.
10. **Banking Days.** Our banking days are Monday through Friday, excluding legal holidays.
11. **Documentation.** You will get a monthly deposit account statement unless there are no electronic fund transfers in a particular month. In any case, you will get a statement at least quarterly.
12. **Fees and Charges for Online Banking Service.** You agree to be charged any applicable Online Banking fees. We reserve the right to change our fee schedule from time to time and your account will be charged in accordance with the new fee schedule after giving you proper notification.
13. **Limitations.** We reserve the right to limit the frequency and dollar amount of transfers and payments for security reasons. Payments and transfers from savings accounts and money market savings accounts are limited by law and your deposit agreement with us.

You may only make up to six withdrawals and/or transfers each month from savings accounts and money market savings accounts by preauthorized or automatic transfer, draft, check, debit card, telephone or similar order made by the depositor to another account of yours or to a third party.

14. **Customer Service.** You may contact us at 701-724-3216 Monday through Friday, from 8:30 a.m. to 4:30 p.m., excluding legal holidays. Our hours of operation are subject to change without prior notice.
15. **How to Notify us of a Problem.** If you have a question about a Service transaction, or wish to inform us that you believe that someone has transferred or may transfer money from your account without your permission, write to us at Sargent County Bank, PO Box 9, Forman, ND 58032 or call us at 701-724-3216 or toll free at 1-866-724-3216.
16. **Your Responsibility for Unauthorized Transactions.** YOU ARE RESPONSIBLE FOR ALL TRANSACTIONS AND CHARGES INCURRED THROUGH THE USE OF YOUR NETTELLER LOGIN ID AND PASSWORD INFORMATION. Tell us AT ONCE if you believe your login ID or password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. YOU COULD LOSE UP TO THE ENTIRE BALANCE IN YOUR ACCOUNT. If, on the other hand, you tell us within two business days of learning of the loss, you can lose no more than \$50 if someone used your login ID or password without your permission. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods as required by law.
17. **Our Responsibility.** If we do not complete a transfer or initiate a payment from your account on the payment date or in the correct amount according to our agreement with you, we may be liable for your losses or damages as required by law unless one or more of the below exceptions or one or more of the other exceptions in our deposit agreement apply. We will not be liable, for example, if:
 - (a) we process your payment in a timely manner, but the payee rejects your payment or fails to process it in a timely manner;
 - (b) your account does not contain sufficient available funds to make the transfer or payment, or the transfer or payment would exceed the credit limit on any overdraft line you have with us;
 - (c) the money in your account is subject to an uncollected funds hold, legal process or any other encumbrance or claim restricting the transfer or payment;
 - (d) the payee or transaction information you supply to us is incorrect, incomplete or untimely;
 - (e) the Service was not working properly and you knew or should have known about the problem when you requested the transfer or payment;
 - (f) circumstances beyond our control (such as fire, flood, viruses, computer breakdowns or telecommunication problems) prevent the transaction, despite reasonable precautions that we have taken;
 - (g) you fail to follow our on-screen instructions properly; or
 - (h) a transfer or payment could not be completed due to the Service's or another required banking network's unavailability.

There may be other exceptions as stated in our deposit agreement with you or as permitted by law.

18. **Your Responsibility and Indemnity.** You warrant that you will perform your obligations under this Agreement consistent with all applicable bank rules and regulations and that all information that you provide us is accurate, timely and has been authorized by you and in the event that you breach any of the foregoing warranties, you agree to indemnify Sargent County Bank against any loss, liability or expense. You agree to hold Sargent County Bank harmless for any and all acts of any employees or persons who you grant access to or who gain access to your Online Banking account. You consent, by execution of this Agreement, to disclosure of your customer information to those that gain access to your accounts.
19. **Security Procedures.** By accessing the Sargent County Bank Online Banking, you hereby acknowledge that you will be entering a protected website owned by Sargent County Bank, which may be used only for authorized purposes. Sargent County Bank may monitor and audit usage of the system and all persons are hereby notified that use of the services constitutes consent to such monitoring and auditing. Unauthorized attempts to upload information and/or change information on these web sites are prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986.
20. **In Case of Errors or Questions About Your Transfers.** Telephone us at the number, or write to us at the address, set forth in Section 15 as soon as you can if you think your statement is wrong or if you need more information about a transaction listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. You must: (a) tell us your name and account number; (b) describe the error or the transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information; and (c) tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (five business days if the transfer involved a point-of-sale transaction and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (five business days if the transfer involved a point-of-sale transaction and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before the account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

21. **Business and Other Non-personal Accounts.** The Bank's obligations set forth in Sections 17 and 20, and the limitations on your liability set forth in Section 16, do not apply in the case of business or other non-personal accounts. UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INVOLVING YOUR ACCOUNTS OR ARISING OUT OF THE USE OF THE SERVICE. The owners of non-personal accounts must notify us immediately if they discover any unauthorized transactions or errors, and must send us a written notice of the problem within a reasonable time (not to exceed 14 days from the date of discovery or their receipt of the first statement or notice reflecting the problem, whichever occurs first). We may process any NetTeller instruction we believe is given by you if the instruction is accompanied by your login ID and password, and you will be obligated for the transfer or payment, even if the instruction is not transmitted or authorized by you.
22. **Release of Account Information.** We only use your nonpublic personal information as described in our Privacy Policy. We view protection of user's privacy as a very important principle.
23. **Other Terms.** This Agreement supplements the terms of your account agreement with us. Please see that agreement for other terms relating to the Service (for example, waivers, governing law and overdrafts). This Agreement and your account agreement contain the terms of our agreement with you with respect to the Service and the subject matter hereof. The terms of this Agreement will supersede any conflicting terms in your account agreement with respect to the Service.
24. **Change in Terms.** We may amend (add to, delete from or change) the terms of this Agreement at any time by sending a notice to the address or e-mail address shown in our records, by posting the notice or the amended Agreement on our web site or by delivering it to you. You may choose not to accept the change by closing your account(s) or terminating this Agreement and your use of the Service.
25. **Termination.** We may terminate or suspend your access to all or part of the Service at any time, with or without cause. We may automatically terminate your use of the Service if you do not use it for an extended period (180 days). If you decide to cancel the Service, please submit a written request to us at Sargent County Bank, PO Box 9, Forman, ND 58032.
26. **NO WARRANTIES.** THE BANK DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. THE SERVICE IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. EXCEPT AS REQUIRED BY APPLICABLE LAW, THE BANK SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

27. **Legal Compliance.** You shall comply with all applicable domestic and international laws, statutes, ordinances, regulations, contracts and applicable licenses regarding your use of our Service.