



Online Banking Agreement

If you would like to have a paper copy of this Agreement sent to you, please send us an e-mail at netteller@usbhazen.com.

This Netteller Online Banking Agreement (this "Agreement") states the terms and conditions for NetTeller Online Banking offered by Union State Bank (the "Bank"). When you use, or you permit any other person(s) to use, NetTeller Online Banking (collectively, "Online Services"), you agree to the terms and conditions of this Agreement. These terms and conditions are in addition to those that apply to any accounts you have with the Bank. This Agreement is an addendum to the existing Loan and/or Deposit Account Agreement that you received when opening your account, as amended from time to time.

As used in this Agreement, "you" or "your" refers to each person(s) subscribing to, using or accessing Online Services; "we", "us" or "our" refers to the Bank or any agent, independent contractor, designee, or assignee the Bank may, in its sole discretion, involve in the provision of Online Services.

1. In the event that you experience a problem with your NetTeller ID or PIN, or believe that they have been lost, stolen or compromised, please contact the Bank by calling 701-748-2233 or 877-684-2233 or sending us an electronic message using NetTeller Online Banking.
2. **NetTeller Online Banking** ("NetTeller"). You must have a personal or business checking, savings, loan or time deposit account at the bank, and access to the Internet to use NetTeller services. To use NetTeller and perform a transaction, enter your NetTeller ID and PIN as directed by the NetTeller screen message.
3. **What You Can Do.** You may perform the following transactions:
 - a. *Balance Inquiries.* You may use NetTeller to check the current balance, view account transaction history and other account information on all your deposit accounts, loan accounts, and time deposit accounts.
 - b. *Withdrawal Transaction.* You may use NetTeller to perform an unlimited number of funds transfers from your Bank checking or savings accounts to other Bank checking, savings or loan accounts. The dollar amount is limited only by your account balance. ****Note:** HiFi Savings Accounts are restricted to 6 preauthorized withdrawals per month as per your account agreement. Funds transfers from NetTeller are considered preauthorized.

Withdrawals from your Bank checking account may cause advances from the unused portion of your Overdraft Protection Line of Credit. This will result in finance charges being incurred.
 - c. *Statement Inquiries.* You may use NetTeller to view and print out copies of your deposit account statements from the last 93 days.
 - d. *Stop Payments.* You may enter stop payments for checks provided they have not already been posted to your account. The normal fee applies.
 - e. *Download to financial software.* You may use NetTeller to receive and download (to Intuit Quicken, Microsoft Money, etc.) balance and transaction information for USB accounts.
 - f. *Customer Service.* You may communicate with the Bank by using a personal computer to send and receive written messages electronically. E-mail is not a secure communication method. Do not include

any private information in your message. E-mail transmitted to us often will not be delivered to us immediately. If you need to contact us immediately, you should call us at 1-701-748-2233 or 1-877-684-2233.

4. **Bill Payment.**

Using Bill Payment. As used in this Agreement, the term “Payee” means the person or entity to whom you wish a bill payment to be directed; “Payment Instruction” means the information provided by you to us for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date); “Payment Account” means your checking account from which a bill payment will be made; “Business Day” means Monday through Friday, excluding Federal Reserve holidays; “Scheduled Payment Date” means the Business Day of your choice upon which your bill payment will begin processing (a Scheduled Payment Date of a non-Business Day will be considered to be the previous Business Day); and “Cutoff Time” means 9:00 p. m. Mountain Time (MT) on any Business Day and is the time by which you must transmit Payment Instructions to have them considered entered on that particular Business Day. To gain access to Bill Payment, you must sign on to NetTeller Online Banking by entering your NetTeller ID and PIN on the Bank’s web page. Select an option under “Bill

Payment” from the NetTeller menu. To use Bill Payment, you must provide information online to us to identify your Payees. You can search the extensive database for existing Payees or set up a new Payee. You must provide sufficient information about a Payee to permit us to properly direct a payment and permit the Payee upon receipt of a payment to identify you as the payment source. You do this by filling in all required fields with accurate information, as directed by Bill Payment screen messages. By providing us with the names and account information of those Payees to whom you wish to direct payment, you authorize us to follow the Payment Instructions that we receive through the payment system. When we receive a payment instruction, you authorize us to debit your Payment Account and remit funds to the Payee on your behalf.

You will be able to set up the following types of bill payments:

- a. *Single Payment:* You may schedule a payment to be made one time to a Payee. The payment may be scheduled on a future date, or on the same day that you enter the Payment Instruction provided you enter the Payment Instruction by the Cutoff Time.
- b. *Recurring Payment:* You may schedule payments to Payees to be automatically initiated in a fixed amount on the same scheduled payment frequency. You may make payments weekly, bi-weekly, semi-monthly, monthly, quarterly, semiannually or annually. If the Scheduled Payment Date does not exist in a certain month, then the payment will be initiated on the last Business Day of the month. For example, if you schedule a payment for the 30th of each month, your payment for the month of February will be initiated on or before the 28th day of February.

You will be provided a confirmation number for each payment you schedule using Bill Payment. This number is available on the Personal Payment Schedule prior to the scheduled Payment Date and on the Payment History screen under the Bill Payment menu if you need to refer to it in the future. The confirmation number will help us resolve any questions you may have concerning your transactions. You may not schedule duplicate payments. A duplicate payment is one that is scheduled to be made to the same Payee on the same date for the same amount as a previously schedule payment. A duplicated payment is different from a Recurring Payment. A Recurring Payment is scheduled for the same amount to the same Payee on a recurring schedule. The amount of any Single Payment or Recurring Payment shall not exceed \$9,999.99. In addition, a Single Payment to a Payee must be “In Process” (hereinafter defined) before an additional Single Payment can be scheduled to the same Payee.

While it is anticipated that most transactions will be processed and completed on the next Business Day after your Scheduled Payment Date, and arrive approximately 3-5 Business Days after your selected schedule Payment Date, it is understood that due to circumstances beyond our control, particularly delays in handling and posting payments by slow responding payees or financial institutions, some transactions may take a day or even a few days longer to be credited by your Payee to your account. For this reason, it is necessary that all Scheduled Payment Dates selected by you be no less than five (5) Business Days before the bill’s actual due date if paid by check and three (3) Business Days before the bill’s actual due date if

paid by electronic funds transfer, not the late date and/or a date in the grace period. Payment instructions entered after the Cutoff Time or on non-Business Days will be considered entered in Bill Payment on the next Business Day. For Recurring Payments, this means that you must allow additional time for months in which weekends or holidays reduce the number of Business Days between the Recurring Payment date the bill's actual due date. If you properly follow the procedures described here in, and we fail to send a payment according to the Payment Instructions received, we will bear responsibility for late charges (up to a maximum of \$50.00 per scheduled payment per business Payee.) In any other event, including, but not limited to, choosing a Scheduled Payment Date less than five (5) Business Days before the bill's actual due date if paid by check and three (3) Business Days before the bill's actual due date if paid by electronic funds transfer, the risk of incurring and the responsibility for paying all late charges or penalties shall be borne by you.

We will use our best efforts to make all your payments properly. However, we shall incur no liability if we are unable to complete any payments initiated by you through Bill Payment because of the existence of any one or more of the following circumstances:

- a. If, through no fault of ours, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft protection account;
- b. Bill Payment or NetTeller Online Banking is not working properly and you know or have been advised by us about the problem before you execute the transaction;
- c. The Payee mishandles or delays a payment sent by us;
- d. You have not provided us with the correct name, phone number or account information for the Payee, or you have not provided us with accurate personal information either during enrollment or on your Bill Payment Application, or you have otherwise provided incomplete Payment instructions; or,
- e. Circumstances beyond our control (such as, not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transactions and we have taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing five (5) exceptions are applicable, if we cause an incorrect amount of funds to be removed from your Payment Account or cause funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, we shall be responsible for returning the improperly transferred funds to your Payment Account and for directing to the proper Payee any previously misdirected transactions.

The following payments are prohibited through Bill Payment:

- a. Tax Payments and other governmental fees;
- b. Court ordered payments, alimony and child support payments; and
- c. Payments to payees outside of the United States.

A bill payment is a "Scheduled Payment" starting from the time you enter Payment Instructions until the payment is "Processed". A bill payment is "Processed" starting at the Cutoff Time on the Scheduled Payment Date. You may cancel or edit any Scheduled Payment (including Recurring Payments) by following the directions within NetTeller and Bill Payment. There is no charge for canceling or editing a Scheduled Payment. A canceled payment will not appear on your Payment History.

We may not have a reasonable opportunity to act on any stop payments or cancellation order given after payment is "Processed". If you desire to cancel or stop any payment that has been processed, you must call bookkeeping at 701-748-2233 or 877-684-2233. If you call, we may also require you to present your request in writing within fourteen (14) days after you call. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. Stop payments requests will be accepted only if we have a reasonable opportunity to act on such requests. Stop payment requests sent to us via electronic mail or in any other manner may not reach us in time for us to act on your request. The charge for each stop payment order will be the then current charge for such service, as amended from time to time.

Once your schedule bill payment is "Processed", we will relay your payment information to a third party vendor, who in turn will remit payment to your Payee by one of the following means, at the vendor's sole discretion: (1) by electronic funds transfer; (2) by mailing your Payee a check drawn on an account the vendor maintains for this purpose. The timing when your scheduled bill payment is debited from your Payment Account is approximately 48 hours after the Scheduled Payment Date.

- a. *Statements.* All of your payments made through Bill Payment will appear on your monthly account statement(s). You can also view payment activity on the NetTeller Online Banking Account Activity screen.
 - b. *Canceling the Bill Payment Service.* You may cancel your use of Bill Payment at any time by sending an electronic message or request (see the e-mail section) or by calling the Bank at 701-748-2233 or 1-877-684-2233. If you notify us by telephone, we may request that you put your request in writing. We cannot cancel Bill Payment service until all Pending Payments have cleared your Payment Account. If you have Pending Payments and do not want to wait for them to clear, you may individually delete these future payments. You will not receive a refund of any service fee if you cancel. The Bank may cancel or suspend Bill Payment in whole or in part, at any time without prior notice. Cancellation or suspension shall not affect your liability or obligations under this Agreement.
 - c. *Returned Bill Payment Transactions.* In using Bill Payment, you are requesting that we make payments for you from your Payment Account. If we are unable to complete the transactions for any reason associated with your Payment Account (for example, there are not sufficient funds in your Payment Account to cover the transaction), the transaction may not be completed. In some instances, you will receive an overdraft notice from the Bank. In such case, you agree that:
 1. You will reimburse us immediately upon demand for the transaction amount that has been returned to us;
 2. You will reimburse us for any fees imposed by the Bank as a result of the return;
 3. You will reimburse us for any fees we incur in attempting to collect the amount of the return from you; and,
 4. We are hereby authorized to report the facts concerning the return to a credit reporting agency.
 - d. *Address Changes.* You agree to promptly notify the bank of any address change, electronic mail address change, and/or any change to your telephone number.
 - e. *Payee Limitation.* We reserve the right to refuse to pay any Payee to whom you may direct a payment for security reasons or any other reason. We will notify you promptly if we decide to refuse to pay a Payee designated by you. This notification is not required, however, if you attempt to make a prohibited payment under this Agreement.
 - f. *Information Authorization.* Your enrollment in Bill Payment may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in Bill Payment, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, you agree that we reserve the right to obtain financial information regarding your account from a Payee to resolve payment-posting problems.
 - g. *Closed Accounts.* You are responsible for any outstanding Bill Payment payments if you choose to close your bill payment account. You are to inform the bank of any outstanding payments at the time you close your bill payment account.
5. **Equipment.** You are responsible for obtaining, installing, maintaining and operating all computer hardware, software and Internet access services necessary for performing online services and any fees related thereto. The Bank will not be responsible for any errors or failures from the malfunction or failure of your hardware, software or any Internet access services. This includes upgrading your browser to maintain the level of encryption required to operate NetTeller and Bill Payment, as that level may change from time to time.

6. **Business Days/Hours of Operation.** The Bank's business days are Monday through Friday, except Federal Reserve holidays. NetTeller Online Banking and Bill Payment are available 24 hours a day, 7 days a week except during maintenance periods or circumstances beyond our reasonable control. All NetTeller transactions initiated after 8:00 p.m. Mountain Time will be posted to the appropriate account on the next Business Day. The cut-off time for Bill Payment transactions is 9:00 p.m. Mountain Time. Because of our daily processing requirements, there will be a period of about 15 minutes per business day when you will not be able to post transfers to your account. Generally, that downtime will occur between 9:00 p.m. and midnight Mountain Time.
7. **Fees.** The Bank will not charge you a fee for using NetTeller Online Banking or Bill Payment. We may assess a fee for any bill payment request drawn against insufficient funds in your Payment Account. You will reimburse us for any fees imposed by the Bank as a result of the return and you will reimburse us for any fees we incur in attempting to collect the amount of the return from you.
8. **Limitation of Access/Security.** The Bank may terminate NetTeller Online Banking and Bill Payment in whole or in part at any time without prior notice. The Bank reserves the right to limit or suspend your access to NetTeller Online Banking and Bill Payment at any time. In order to maintain secure communications and reduce fraud, you agree to protect the security of your NetTeller ID and PIN. We reserve the right to block access to Online Services to maintain or restore security to our Site and systems, if we reasonably believe your access codes have been or may be compromised or are being used or may be used by an unauthorized person(s).
9. **Your Responsibility.** Use of your NetTeller ID and Pin is the agreed security procedure to access Online Services. In order to prevent unauthorized access to your accounts and to prevent unauthorized use of Online Services, you agree, by using NetTeller Online Banking and/or Bill Payment, to keep confidential, and to not give or make available your IDs and PINs to any person not authorized to access your accounts. The loss, theft or unauthorized use of your IDs and PINs could cause you to lose some or all of the money in your accounts, plus any amount available under your overdraft protection credit line. If you disclose your IDs and/or PINs to any person(s) or entity, you assume all risks and losses associated with such disclosure. You are responsible for all transfers and Bill Payments you authorize using Online Services. If you permit any other person(s) or entity to use Online Services or to access or use your IDs and/or PINs, you are responsible for any transactions and activities they authorize from your accounts. You agree to immediately notify us of any unauthorized use of your IDs and/or PINs or of any other breach of security, or if you believe someone may attempt to use Online Services without your consent or has transferred money without your permission. You can contact us by calling 701-748-2233 or 877-684-2233 between 8:00 a.m. and 4:00 p.m. Mountain Time.
10. **Electronic Fund Transfer (EFT) Provisions For Consumers**
 - a. *Applicability.* The provisions in this section apply only to electronic fund transfers that debit or credit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). Union State Bank may, when applicable, rely on any exceptions to the provisions in this Section that are contained in Regulation E. All terms not otherwise defined in this Agreement, which are defined in Regulation E, will have the same meaning when used in this section.
 - b. *Your Liability.* Your liability for an unauthorized EFT or a series of related unauthorized EFTs will be determined as follows:
 1. Generally, tell us AT ONCE if you believe your NetTeller ID or PIN has been lost, stolen, or otherwise compromised. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two business days, you can lose no more than \$50 if someone used your NetTeller ID and PIN without your permission.
 2. If you do NOT tell us within 2 business days after you learn of the loss or theft of your NetTeller ID and PIN, and we can prove we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500.

3. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.
 4. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.
 5. You may notify us in person, by telephone, by e-mail, or in writing.
 - c. *Telephone Number and Addresses.* The telephone number and address of the person or office to be notified when you believe that an unauthorized EFT has been or may be made are:
 1. In person at 209 Central Ave N, Hazen, ND
 2. By phone at 701-748-2233 or 877-684-2233, 8:00 a.m. to 4:00 p.m. Mountain Time Monday through Friday
 3. By mail at Union State Bank, P.O. Box 468, Hazen, ND 58545
 4. By e-mail at netteller@usbhazen.com or clicking on the e-mail tab in NetTeller Online Banking.
11. **Damages.** THE FOREGOING SHALL CONSTITUTE OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL WE BE LIABLE FOR INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, CAUSED BY OR THE USE THEREOF, OR ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF YOUR PERSONAL COMPUTER HARDWARE, EQUIPMENT, SOFTWARE OR ANY INTERNET ACCESS SERVICES.
12. **Warranties Disclaimer.** THE ONLINE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS", AND WE DO NOT MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, CONCERNING THE HARDWARE, SOFTWARE OR ANY PART THEREOF, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
13. **Errors or Questions.** In cases of errors or questions concerning transactions completed with NetTeller, do one of the following, as soon as possible:
 - a. Contact us in person at 209 Central Ave N, Hazen, ND
 - b. Telephone Union State Bank at 701-748-2233 or 877-684-2233;
 - c. Write to us Union State Bank, Attn: Online Banking, P.O. Box 468, Hazen, ND 58545
 - d. Initiate a payment inquiry on your PC through e-mail to netteller@usbhazen.com
 - e. We must hear from you no later than 60 days after we sent the first statement on which the error or problem appeared. Please include the following information:
 1. Name
 2. Account Number(s)
 3. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
 4. Tell us the dollar amount of the suspected error.
 5. For Bill Payment errors, also tell us:
 - Checking account number used to pay the bill
 - Payee name
 - Date the payment was sent
 - Confirmation number
 - Payment amount
 - Payee account number for the payment in question

We will determine whether an error occurred within 10 business days (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) to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days (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 provisionally not credit your account. An 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.

14. **Miscellaneous Terms.** In addition to this Agreement, you agree to comply with all applicable account agreements, including, without limitation, the Loan and/or Deposit Account Agreement that you received when opening your account, as amended, and with all applicable State and Federal laws and regulations. The Bank may amend or change this Agreement (including applicable fees and service charges) by sending you written notice by electronic mail or by regular mail sent to your address as it appears on your account records. You agree that the Bank may also send you future notices and disclosures about your accounts with the Bank by electronic mail, where permitted by law. Any use of the Online Services after we send you a notice of change will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the programs, services and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the programs, services, and/or related material, and to limit access to Online Services more recent revisions and updates.

We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

We refer you to the Agreement that you received when opening your loan and/or depository account, as amended, for additional terms and conditions and disclosures that apply to your accounts with the Bank, as this Agreement is an addendum to such Loan and/or Deposit Account Agreement.