

# Personal Account Agreement



# TABLE OF CONTENTS

## INTRODUCTION

Agreement for personal accounts.....	2
Change in terms.....	3
Identification notice (USA PATRIOT Act).....	3
Consumer reporting agencies.....	3

## ACCOUNT OWNERSHIP

Individual accounts.....	4
Joint accounts.....	4
Authorized signer.....	5
Pay-on-death account.....	6
Minor accounts.....	6
Power of attorney.....	6

## NOTIFICATIONS

Statements and notices.....	8
Changes due to death, bankruptcy and other.....	9
Closing your account.....	10
Notices.....	10

## ACCOUNT USAGE

Making deposits to and withdrawing money.....	11
Funds availability policy.....	11
Longer funds availability delays may apply.....	12
Insufficient funds and overdrafts.....	13
Returned deposits.....	15
Stopping payment on a check.....	16
Consumer electronic check re-presentation.....	17
Minimum balances, services charges and fees.....	18
Service charges.....	19
Telephone/online banking transfers.....	19
Savings and Money Market account transfers/withdrawals.....	19
Electronic and/or voicemail instructions.....	20
Providing your account number to sellers.....	20
Our right to require notice of withdrawal.....	20
Inactive accounts.....	20

## ADDITIONAL TERMS & CONDITIONS — CHECKING & SAVINGS

Safeguarding your checks.....	21
Deposited or cashed checks.....	21
Checks sent for collection.....	21

Payment of checks.....	22
Processing checks.....	23
Checks – post-dated and stale.....	24
Checks – legends.....	24
Endorsement standards.....	24
Electronic instructions for paying checks.....	25
Using unreadable checks.....	26
Substitute checks and your rights.....	26
Document images.....	27
Return of canceled checks.....	28

## E-BANKING, INCLUDING TRANSFERS, ACH & DEBIT CARDS

Safeguarding your online identity.....	29
Debit card transaction fraud prevention.....	30
Electronic funds transfers – your rights and responsibilities.....	30
Consumer liability.....	33
Contact in the event of unauthorized transaction.....	34
Error resolution notice.....	34
Dollar limits on card and online banking transactions.....	35
Fees.....	35
Documentation.....	35
Mastercard Zero Liability protection.....	36
Online notices.....	37
Currency conversion.....	37
Advisory against illegal use of Debit Card.....	37

## OTHER TERMS & CONDITIONS

Privacy statement.....	38
Bank's right to indemnification.....	38
Lawsuits, claims or other proceedings.....	38
Telephone recording.....	38
Business days.....	38
Legal process.....	38
Blocked or restrained accounts.....	39
If you owe us money (set-off).....	39
Severability.....	39
Attorney's fees, losses and expenses.....	39
Bank's waiver.....	40
Disputes of conflicting demand.....	40

# INTRODUCTION

## Agreement for personal accounts

Welcome to Bremer Bank and thank you for opening an account with us. This booklet provides the general rules that apply to deposit accounts you have with Bremer Bank. Additional rules will be provided in:

- disclosures we give you when you open your account
- your periodic statements
- applicable user guides
- **notices we provide to you by any appropriate means such as by direct mail, on or with your statement, or in email messages (for customers who receive statements electronically)**

These things, together, are an agreement between you and Bremer Bank. Please read this booklet carefully. This booklet is revised periodically, so it may include changes from earlier versions.

By signing a signature card (the document that, among other things, establishes account transaction authority), opening or continuing to hold an account with us, **you agree to the most recent version of this Personal Account Agreement**, which is available to you at your local Bremer Bank, on Bremer.com, or by calling us at 800-908-BANK (2265).

If any terms of your signature card are inconsistent with the terms of this Agreement, the terms of this Agreement will control. If you have any questions, please call us at 800-908-BANK (2265).

This Agreement is subject to applicable federal laws and the laws of the state applicable to your Bremer Bank (except to the extent that this Agreement can and does vary such rules or laws). 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 any differences. In this Agreement, “we,” “us,” “our,” and “ours” mean Bremer Bank, and “you,” “your,” and “yours” mean the account holder(s) who signed the signature card and anyone else authorized by the account holder(s) to act on his/her/their behalf.

Other agreements may apply to your individual situation if you have certain services with us. These other agreements work in tandem with this Agreement and include, but are not limited to the following:

*Online Banking Terms & Conditions*  
*Mobile Banking Enrollment Terms & Conditions*  
*Electronic Communication Disclosures and Terms & Conditions*

## Change in terms

We can change the terms of this Agreement at any time. If the change restricts, limits or reduces your rights under this Agreement, we will give you notice by mail or email sent to the address in our records. By using your account after the changes become effective, you are agreeing to the changes. If the account is a joint account, notice to one of you is notice to all of you.

## Identification notice (USA PATRIOT Act): Important information about procedures for opening a new account

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

**What this means for you.** When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We will also ask to see other identifying documents such as a driver’s license or passport to validate your identity.

**Existing customers.** Even if you have been a customer of ours for many years, we may ask you to provide this kind of information and documentation for purposes of updating our records or because we may not have collected it from you in the past.

## Consumer reporting agencies

By requesting to open, or continuing to hold, an account with us, you authorize us to obtain a copy of your report from a consumer reporting agency or similar service; or do a public-records search to help us validate your identity, qualify you for your account and determine your eligibility for our other products.

We report account performance to consumer reporting agencies.

# ACCOUNT OWNERSHIP

## Individual accounts

An account holder of an individual account has the power to perform all the transactions available to the account. For example, an account holder can:

- make withdrawals by whatever means are available for the account
- make deposits by whatever means are allowed for the account
- obtain and release information about the account
- sign or authenticate any document in connection with the account

An account holder can give rights to others to access the account (for example, any account holder could grant a power of attorney to have access to the account). The following persons will have access to your account:

- Any person listed on a signature card as being authorized to make withdrawals or transfers, by check or otherwise, from your account.
- Any person you authorize to make withdrawals or transfers from the account by whatever means the account allows (for example, pre-authorized withdrawals, wire transfers, debit card transactions, online banking).
- Any person to whom you make your checkbook or your checking account number available for purposes of transacting business on the account. We discourage this type of “authorization” because it is possible that we will detect such transactions and treat them as unauthorized. If you give authority to someone else without following our procedures, we are not responsible whether we honor the transactions or dishonor them.

If you choose to designate an authorized signer on your account you must do so on a signature card.

## Joint accounts

If this is a joint account, any or all of the account holders can make deposits or withdrawals. To make withdrawals though, an account holder must have his or her signature on file with us.

When we do business involving a joint account, we can act on the instructions of any one or more of the account holders. We will continue to follow these instructions until we receive written notice to change them. Any transactions that occur before we receive written notice of a change of instructions will be binding on all account holders. We have the right to endorse any checks, drafts or other orders for the payment of money made out to any of the joint account holders. Once endorsed, we can deposit them into the joint account. You agree that we can pay any money in this account to any one or more of the account holders. This payment can be made on the orders or instructions of any of the account holders.

If we make a payment following these rules, you release us from liability. You agree that it is your intention to create a joint tenancy with the right of survivorship. This means that if one or more of the account holders dies, his or her interest in the account passes to the remaining account holders. Certain retirement benefits, such as Social Security, do not pass to the surviving account holders. Social Security payments made into your account after the beneficiary dies may not be withdrawn. If one or more of the account holders owe us money that’s due, we can use funds in the joint account to pay the debt. **An authorized signer designated by either account owner will have withdrawal authority, by any means of request, for all owners of an account. This authority is limited to withdrawals, transfers and balance inquiries.**

## Authorized signer

If you name an authorized signer:

- We may require that you use forms we approve and require you to sign the form to be effective.
- An authorized signer may make deposits to and withdrawals or transfers from your account as well as obtain current available balance information.
- Any person whom you authorize to make withdrawals or transfers from the account can do so by whatever means the account allows (for example, pre-authorized withdrawals, wire transfers, debit card transactions, online banking).
- You understand and agree that we have no duty or responsibility to monitor the acts of your authorized signer or ensure that the acts of your authorized signer are for your benefit.
- You agree not to hold us responsible for any loss or damage you incur as a result of us following instructions given to us by your authorized signer.
- You are responsible to us for any actions of your authorized signer.
- The authority of the authorized signer will end if you die and when we receive notice of your death.
- The authority of the authorized signer will end if you notify us in writing to remove the authorized signer and after we have had a reasonable opportunity to act on it.
- If you decide to allow your authorized signer to have online banking access, your authorized signer will have the ability to direct maintenance as provided in online banking. For example, an authorized signer could change your address, change statement delivery method or establish online bill pay. **We are not able to restrict the maintenance provided in online banking if you allow an authorized signer to have access.**

## Pay-on-death account

If two or more individuals create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless all persons creating the account die and the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will be entitled to the funds in the account in equal shares.

## Minor accounts

### **Uniform Transfers to Minors Act (UTMA)**

This account may be opened in accordance with the Uniform Transfers to Minors Act as enacted in the state in which our office holding the account is located. Only the custodian is authorized to instruct us regarding the account. The account terminates and the proceeds are issued to the minor when he or she reaches the age of 21.

### **“A minor by” as an ownership option**

One or more adults (each an “Adult”) may open an account in the name of a minor as allowed by us and applicable state law. Beneficial ownership of the funds deposited into the account vests exclusively in the minor. Control of the account is exclusively vested in the Adult throughout the period of minority. If there is more than one Adult, each may act independently. We do not have to inquire about or investigate the application of the funds. Upon the minor reaching the age of 18, we may act on the instructions of either the minor or the Adult. If the Adult (or the last of them to survive) dies before the minor becomes an adult, we may transfer control of the funds to a person appointed as custodian for the minor in accordance with applicable law. If the minor dies before becoming an adult, we may treat the funds as an asset of the minor’s estate.

### **Court-ordered deposit account for a minor**

This account is opened pursuant to court order. The account will terminate once the minor reaches the age of 18. Funds cannot be disbursed without a court order. The minor, parent or guardian may petition the court for release of the funds after the minor’s eighteenth birthday.

## Power of attorney

If you give someone a power of attorney (POA), the attorney-in-fact must bring the original power of attorney document with him or her each time he/she transacts business at the bank on your behalf. The power of attorney document must authorize the attorney-in-fact to conduct the specific banking transaction activities.

Because we must review an original power of attorney document for each transaction, we are not able to respond to attorney-in-fact requests over the phone. We may continue to honor transactions conducted by the attorney-in-fact until:

- 1) We have actual knowledge you have revoked the power of attorney account or have died, or
- 2) You provide to us in writing that a POA has been revoked; and we have had a reasonable opportunity to act on that knowledge.

You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given to us by your attorney-in-fact.

# NOTIFICATIONS

## Statements and notices

**Statements.** We will periodically make available to you a statement of your checking or savings account showing the transactions that occurred in the period covered by the statement. If you elect to not review your statement or if you don't receive it due to your mail being undeliverable, you are still responsible as having access to the information provided in the statement and complying with this section.

**Change of address or email.** You will promptly notify us in writing of any change of address or email. In the absence of such notice, mail addressed to you at the address shown on our records will be deemed properly addressed and delivered and shall be effective whether or not you receive it.

**Your address.** You must give us your correct address, and if you move or change your address, you must keep us advised. You are responsible for messages and statements we send to the most recent address you have given us.

**Email notices.** If you agree to accept statements and notices electronically, you must give us your accurate email address and keep us up-to-date with any changes to your email address. You are responsible for keeping your email functioning properly or advising us if it does not work so we can make substitute arrangements.

**Multiple account holders.** Periodic statements and notices that we make available to one account holder is the equivalent of providing statements and notices to all account holders of the account.

**Your duty to examine your statement.** As used in this section, the term "problem" could mean any error, alteration, a counterfeit check or unauthorized transaction, including forged or missing signatures, related to your account (it does not mean an unauthorized consumer electronic banking transaction – for problems involving a consumer electronic banking transaction, please refer to the *Electronic funds transfers – your rights and responsibilities* section of this brochure).

Because you are in the best position to discover any problem, you agree to promptly examine your statement and report to us any problem on or related to your statement. We also recommend reviewing your transactions online every few days, including deposits, ATM withdrawals, recurring payments and debit card transactions. If you notice a questionable check or charge amount, contact us to resolve the issue as soon as possible.

To help us resolve your problem we may request you file a police report, or provide documents, such as an affidavit of forgery, a written statement of unauthorized transactions or other documents.

You agree that we will not be responsible for any problem that:

- you do not report to us in writing within 30 calendar days after we mail the statement, email the statement or make the statement available to you online
- results from a forgery or counterfeit of your facsimile or other mechanical signature device

You agree to waive any rights to recovery you may have against us if you do not provide notice to us in the manner and within the time required by this Agreement. You may not start a legal action against us because of any problem unless: (a) you have given us the above notice and (b) the legal action begins within one year after we send or make your statement available to you. If you make a claim against us in connection with a problem, we reserve the right to conduct a reasonable investigation before re-crediting your account and you agree to fully cooperate in such investigation.

These time periods for you to examine your statement and report problems to us are without regard to our level of care or the commercial reasonableness of our practices, and without regard to whether canceled checks are supplied to you.

Contact us if you do not receive your regular statement.

## Changes due to death, bankruptcy and other

We must be notified in writing immediately if

- an account holder, or
- an authorized signer on the account

dies, becomes incapacitated, files for bankruptcy, has a bankruptcy filed against it, has a receiver appointed for it or has an assignment for the benefit of creditors filed against it.

## Closing your account

This section does not apply to an active certificate of deposit account. If you intend to close your account with us, you must tell us. Simply transferring all the money in your account and reducing your account balance to \$0.00 is insufficient notice and may result in additional fees charged to your account.

### If you close your account:

- You are still responsible for transactions you arranged for, including those that arrive after the account is closed.
- You should pay special attention to pre-authorized electronic deposits to your account and payments from that account. You should reroute the deposits to another account and make other arrangements for the payments with us and the other institutions involved.
- You should not close your account until all the transactions you arranged for have been cleared.

### We can close your account:

We can close your account for any reason. If we close your account, we will send you notice. Within 30 days after closing, we will send the collected account balance to you at your last known address as reflected in our account records (after withholding a sufficient sum to cover any outstanding items and fees, if applicable). If we withheld any money for such contingencies, we will refund that to you after we are satisfied that no further withholding is necessary.

## Notices

Any notice to you shall be sufficient if we send it to you at your last known address appearing on our records.

## ACCOUNT USAGE

### Making deposits to and withdrawing money from your account

Money can be withdrawn from and deposited into your account in different ways:

- You can write a check, use your Bremer Bank Debit Card or use our online banking services.
- You can arrange for us to make a specific payment from your account each month for a special purpose. For example, you can do this for insurance or mortgage payments or for deposits to another account.
- If you have a Bremer Bank Debit Card, you can use it to withdraw funds from your account at an ATM equipped to dispense cash. You may also use your debit card for point-of-sale transactions from participating merchants.
- You can deposit any amount into your account. You can make your deposits in person, electronically, or by mail. We ask you to use our deposit slips. If you have a Bremer Bank Debit Card you can also deposit checks and cash through an ATM equipped to accept Bremer deposits.

You agree that we may make adjustments and/or corrections to your account from time to time resulting in changes to your account balances. You will be credited with the full amount of each deposit you make.

- If your deposit slip reflects an amount less than the actual amount of your deposit and that amount is equal to or less than \$10.00, a credit will be made to your account without notice. You will be made aware of the adjustment as it will be reflected on your account statement.
- If your deposit slip reflects an amount less than the actual amount of your deposit and that amount is greater than \$10.00, a credit will be made to your account with a notice of adjustment. You will also be made aware of the adjustment as it will be reflected on your account statement.

### Funds availability policy

This policy statement applies to “transaction” accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common type of transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

Our policy is to make funds from your check deposits available to you on the first business day after the business day we receive your deposit, subject to certain delays provided by law and this Agreement. Cash deposits, electronic direct deposits and wire transfers will be available on the day we receive the deposit, provided that we receive the deposit before branch closing.

Once the funds are made available to you, you may make transactions with those funds. Transactions in general are: cash withdrawals at an ATM or at a branch, writing checks, debit card point-of-sale purchases, transfers from one account to another account via the branch, phone, online or ACH (Automated Clearing House).

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid.

If you make a deposit at an ATM before 6 p.m. CT on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM after 6 p.m. CT or on a day we are not open, we will consider that the deposit was made on the next business day we are open. On the day of your ATM deposit(s) that equal or exceed \$100, the first \$100 will be immediately available for withdrawal at an ATM or using a debit card at a point of sale. The remaining amount of that deposit(s) will be available on the next business day.

For determining the availability of your deposits, every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit through a means other than an ATM before that business day's cut-off time, we will consider that day to be the day of your deposit. Cut-off times can vary by branch. Most branches have a 6 p.m. CT cut-off time. Please check with your branch to determine the local cut-off time. If you make a deposit after the cut-off time or on a day we are not open, we will consider that your deposit was made on the next business day we are open. Deposits made after the cut-off time on Friday or on Saturday or Sunday, and Monday prior to cut-off time are all considered to be Monday's business day deposits.

## Longer funds availability delays may apply

**Case-by-case delays.** In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second (2nd) business day after the day of your deposit. The first \$200 of your deposits, however, will be available on the first business day, unless your account has been open for 30 days or less. Exception delays may apply (see next section).

If we are not going to make all of the funds from your deposit available on the first business day after the day of your deposit, we will notify you as soon as possible after you make your deposit, but no later than permitted by law. We will also tell you when the funds will be available. If your funds are not made available by the first business day after your deposit we will mail you the notice by the day after the deposit is made.

If you need the funds from a deposit right away, you should ask us when the funds will be available.

**Exception delays.** Funds you deposit by check may be delayed for a longer period than described in the *Longer funds availability delays may apply* section under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- The deposit is a redeposit of a check that was returned unpaid.
- You have overdrawn your account more than six (6) times in the last six (6) months.
- There is an emergency, such as failure of computer or communications equipment.
- Your account has been open for 30 days or less.

We will notify you if we delay your ability to withdraw funds for any of these reasons and we will tell you when the funds will be available. They will generally be available no later than the seventh (7th) business day after the day of your deposit. We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us").

**Please remember that even if we tell you that the funds from your deposited check are available, this does not mean that the check has cleared. In other words, if we do not receive final payment on the deposited check (e.g., payment was stopped, there were insufficient funds, or it was counterfeit), you will be liable to us for the amount of the check, plus our fees.**

## Insufficient funds and overdrafts

"Insufficient funds" means you don't have enough money in your account available to pay the withdrawals you are attempting to make from that account.

An insufficient funds "item" may include the following:

- check
- pre-authorized withdrawal
- Online bill payment
- ATM cash withdrawal
- debit card purchase

- online banking transfer
- telephone transfer
- other attempt to get money from your account by any means permitted that we refuse to permit because it is for more money than you have available in your account at that time

“Overdraft” means a transaction has caused the available balance on an account to become a negative number. An overdraft occurs if you take more money out of your account than is available to you for withdrawal, or if it is available to you but is later reversed. This can happen, for example:

- by writing a check without enough money in a checking account to pay the check, and we decide to cash it
- by making a withdrawal from your account that exceeds your available balance
- by making a deposit, withdrawing money based on that deposit, and having that deposit reversed because the deposited item is later reversed
- by withdrawing money from your account and not having enough money left to pay the charges you incur
- when money is deposited into your account by mistake, and you withdraw money based on that deposit and the deposit is reversed. We list the charges that you may incur on your account in separate pricing information brochures or agreements for your account.

If you receive benefit payments, including but not limited to, Social Security, veteran’s benefits, medical assistance, and pension payments that are deposited to your account, you authorize us to use such benefit payments to cover previous overdrafts and unpaid fees, if any.

**Our options.** When an item of yours overdraws an account, we can either pay or refuse to pay the item. If we receive a batch of transactions in a day (checks typically arrive in batches), and if one, some or all of them would overdraw the account if paid, we can pay or refuse to pay them based on the following transaction posting order:

- over-the-counter withdrawals at a teller line in a branch
- debit card transactions for payment from lowest to highest dollar amount
- electronic and automatic payments (ACH) from highest to lowest dollar amount
- checks from lowest to highest check number order

When there are not sufficient available funds in an account to cover all of the checks and other items presented on a given day, the payment method as described above may result in more insufficient funds and overdraft fees.

We may choose to pay or refuse to pay electronic and check transactions at our discretion each time you overdraw your account based on the transaction activity and history of overdrafts in the account. The action we take one time (pay or refuse to pay) does not mean that is what action will be taken in the future.

**Our fees.** We charge an insufficient-funds fee for each withdrawal item that we do not pay that exceeds your available balance on a given day. An overdraft fee is assessed for each item we do pay that causes the available balance to become negative or occurs while the available balance is negative on the checking account.

If your account is continuously overdrawn for five (5) business days we will charge your account a continuous overdraft fee on the sixth business day. This fee will continue to be applied every sixth business day if your account remains overdrawn.

Our *Personal Account Fee Schedule* is available at all our locations and contains additional information about our fees.

**Your responsibilities.** When we give you notice of an overdraft, you will pay us the amount of the overdraft. If your account is a joint account, each of you agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account and whether you signed the item or benefited from the charge or overdraft. This liability for an overdraft is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability.

This includes liability for our costs to collect the deficit including, to the extent permitted by law, our reasonable attorney’s fees. You can talk to a banker about ways to avoid overdrafts. Options available based on qualification include savings accounts automatic transfers and personal lines of credit.

## Returned deposits

When you make a non-cash deposit to your account, we give you credit for that deposit, but that credit is provisional (temporary). If the deposit needs to be collected from another financial institution, we must be paid before the credit becomes final. After a credit is final it may still be reversed. See also the section titled *Funds availability policy*. All deposit receipts are issued subject to our count and verification of the items deposited.

**Foreign currency.** If you make a deposit in the form of, or payable in a foreign currency, that deposit has to be converted (exchanged) into U.S. dollars. That takes time, there may be expenses, and your final credit will be adjusted to reflect the final exchange rate less any fees imposed by the entity that makes the conversion.

**Deposits by mail.** If you make a deposit by mail, we have to receive it and have time to record it before it becomes effective. (See our *Funds availability policy* section.)

**Other sections:** While many other sections of this booklet relate to these issues, these sections are particularly appropriate:

- *Funds availability policy*
- *If you owe us money (set-off)*

## Stopping payment on a check

### Stop payments

Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts drawn on your account. Rules for stopping payment on other types of transfers of funds, such as consumer electronic funds transfers, are covered elsewhere in the *Electronic funds transfers – your rights and responsibilities* section.

Here is what you must do to stop a payment for checks and drafts: If you want to stop payment of a check, you must stop by a Bremer Bank location, initiate through online banking, or call 800-908-BANK (2265). We will need the following information:

- the account number the check is written on
- the check number
- the dollar amount
- the date you wrote on the check
- the name of the person you wanted to pay

This information must be exact and correct. If not, we will not be responsible for paying the item.

### Who can stop a payment and for how long?

Any account holder can stop payment of any check on the account whether or not that account holder wrote the check (and assuming the item can still be stopped).

A stop payment order is effective for six months. You must renew it every six months or the item will probably get paid. We will not notify you when the six months is up.

You must provide us with your stop payment order prior to the check being posted to your account or presented for payment. An item is considered presented when it is posted, memo posted or the bank has paid the item in cash.

### Effect of a stop payment

When you stop payment of a check, you may still owe the money you wrote the check for, and the payee may still have the right to collect on the check. If we have to defend ourselves for letting you stop payment on a check, you have to protect us by paying our expenses, including our reasonable attorney's fees.

### What if we don't stop payment?

If you ask us to stop payment of a check and we pay it anyway, we gain whatever rights the payee has against you. This means, if the check should have been paid, or the payee has the right to collect from you anyway, we can collect from you. Therefore, if we pay an item that should have been stopped, before we re-credit your account, you will have to prove to us that by our payment you have suffered a loss and the cause is our failure to stop the payment.

### What kinds of checks does this NOT apply to?

This section does not apply to items not drawn on your account, such as teller's checks, official (cashier's) checks and accepted checks (e.g., certified checks). We have no responsibility to honor your request to stop payment of items not drawn on your account. If we agree to stop payment on these items, we may require you to provide us with additional security (for example, a bond or collateral) and you agree to indemnify us for any damages and costs we incur as a result of stopping payment of such items.

### Stop payment fees

To stop a payment, you must pay our stop payment fee, the amount of which is disclosed in the *Personal Account Fee Schedule*.

## Consumer electronic check re-presentation

If you write a check on a personal account that we return unpaid because of insufficient or uncollected funds, the depositor of the check or the depositor's bank may resend ("re-present") the check to us electronically. That is, the depositor or the depositor's bank may send us an electronic instruction ("electronic re-presented check") to charge your account in the amount of the check.

### Our handling of electronic re-presented checks

If we receive an electronic re-presented check from the depositor or the depositor's bank, we will pay or return the electronic re-presented check as if the original paper check were being re-presented to us. The section titled *Electronic funds transfers – your rights and responsibilities* will not apply to any electronic re-presented check.

*Ineligible or unauthorized electronic re-presented checks.* For an electronic re-presented check to be charged to your account, all of the following must be true:

- The electronic re-presented check must relate to a paper check drawn on a personal account that we returned unpaid because of insufficient or uncollected funds.
- The paper check must not have contained an unauthorized signature or an alteration and must not have been a counterfeit.
- You must not have placed a stop payment on the paper check after we returned it unpaid but before it was collected electronically.

- The paper check must have been less than \$2,500 in amount.
- The paper check must have been dated 180 days or less before the date on which the electronic re-presented check is sent to us.
- The electronic re-presented check must be for the face amount of the paper check only and may not include any collection fee charged by the depositor, the depositor's bank or a collection agency.
- The payee of the paper check must have given you notice that, if we returned the paper check unpaid because of insufficient or uncollected funds, the paper check could be collected electronically.
- The electronic re-presented check must have been sent to us no more than twice after the first time we returned the paper check, or no more than once after the second time we returned the paper check.

You may have the right to reverse any ineligible or unauthorized electronic re-presented check that we charged to your account. If you want to reverse an electronic re-presented check because you placed a stop payment on the paper check to which the electronic re-presented check relates after we returned the paper check unpaid but before it was collected electronically, you must notify us within 15 days after we send or make available to you the periodic statement that reflects payment of that electronic re-presented check. If you want to reverse an electronic re-presented check for any other reason, you must give us an affidavit within 15 days after we send or make available to you the periodic statement that reflects payment of that electronic re-presented check. In your affidavit, you must declare and swear under oath that the electronic re-presented check was ineligible or unauthorized. If we receive your notice or affidavit within the 15-day period, we will re-credit your account with the amount of the charge.

**Stop payment.** If you wish to stop payment of any electronic re-presented check, you must follow the procedures contained in the rules for stopping payment of checks, not the procedures contained in the rules for stopping payment on electronic loan or bill payments.

## Minimum balances, service charges and fees

Your accounts are subject to the minimum balance requirements and to the minimum opening balance requirements set forth in the information that was separately provided to you. The fees in effect at the time the account is opened, and those that may be added or amended from time to time with or without prior notice, will apply to your account. We may deduct charges and fees from your account without further authorization on your part. We may impose a reasonable charge, which shall not be refundable, on an inactive

account to recover the costs related to, or incurred as a result of, the payment or delivery of abandoned property to the applicable state abandoned property administrator. Our current fee information is available at all our branches.

## Service charges

We have the right to charge the account in the amounts and for the services listed in the Personal Account Fee Schedule and other account information, which was separately provided to you. This includes whenever:

- we are served with legal papers in connection with a judgment, tax lien or other legal order resulting from legal proceedings in which you are involved
- you make a withdrawal against uncollected or insufficient funds
- an item previously credited to the account is returned to us for any reason

We have the right to increase or decrease the amount of any service charge (unless otherwise prohibited by law) by changing our fee schedule. The current copy of our *Personal Account Fee Schedule* is always available at your Bremer Bank location.

## Telephone/online banking transfers

If you have more than one account with us, including an open-end loan account, you can transfer funds between your accounts by telephone or online banking. Transfers received by 6 p.m. CT on a business day are processed on the same day.

### Telephone Transfers

You may need to have a PIN, and enter your account numbers and other qualifications, and if requirements are met:

- You can transfer funds between your accounts by calling 800-908-BANK (2265).

### Online Banking Transfers

- You can access your account(s) by computer through the internet by logging in to our website at Bremer.com and using your access ID and Password. Transfers may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing or by other means.

## Savings and Money Market account transfers/withdrawals

Federal Regulation D restricts the number of "convenient" transfers or withdrawals via savings or money market accounts to no more than six (6) per calendar month or a statement cycle of at least four (4) weeks. "Convenient" transfers and withdrawals for purposes of this limit include preauthorized transfers, automatic transfers (including but not limited to transfers from a savings or money market account to another account or for overdraft protections,

or for direct bill pay), and transfers and withdrawals initiated by telephone, fax, online banking, email or mobile banking. Purchases and transfers made by check, at an ATM, wire transfer, ACH, debit card, or other similar order made by you and payable to third parties are also covered under this limit.

If we determine that you are exceeding these limits on more than an occasional basis, we will either convert your account to a transaction account that you are eligible to maintain or close your account.

Other account transfer restrictions may be described elsewhere.

## Electronic and/or voicemail instructions

We are not required to act upon instructions you give us via facsimile transmission, email or voice message. We will accept a faxed signature card for opening a new account provided that the funds used for opening the account come from an existing account you already have with us, or are transmitted to us directly from another financial institution where you have an account. However, the original executed signature card must be received by us within five business days.

## Providing your account number to sellers

If you voluntarily give information about your account (account number and routing number) to someone trying to sell you goods or services, and you do not give the seller a check, any charge to your account instituted by the seller to whom you gave the information will be deemed to be authorized.

## Our right to require notice of withdrawal

We reserve the right to require you to give us seven (7) days written notice of your intention to make a withdrawal from an interest-bearing account other than a time-deposit, or from any other savings account as defined by Regulation D. Nevertheless, we may allow you to make withdrawals without such notice, and by so doing we do not give up our right to require such notice for future withdrawals.

Withdrawals from a time account made within six (6) days of opening, or within six (6) days of the date of an immediately preceding partial withdrawal are subject to a penalty of at least seven (7) days' simple interest on the amount withdrawn. Other withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. (See notice of penalty for early withdrawal provided to you in the *Truth in Savings Disclosure*.)

## Inactive accounts

We may charge you a fee on an inactive account to recover the costs incurred as a result of the payment or delivery of abandoned property to the applicable state abandoned property administrator.

## ADDITIONAL TERMS & CONDITIONS — CHECKING & SAVINGS

### Safeguarding your checks

You will safeguard your blank checks, canceled checks and other documents that contain your account number and take reasonable steps to prevent their unauthorized use. You will not keep blank checks with bank statements and paid checks because this gives unauthorized parties samples of authorized signatures and average balance information. You will not use multiple check ranges within a single account as this decreases the effectiveness of fraud-monitoring tools. You agree to accept responsibility for any failure to safeguard your blank checks and agree to NOTIFY US IMMEDIATELY AT 800-908-BANK (2265) if one or more of your checks are lost or stolen. We may require you to accept a new account number if one or more of your checks are lost or stolen. If we do so, checks you have written which have not yet been paid may be returned "Account Closed" or "Refer to Maker." You are responsible for issuing replacement checks.

### Deposited or cashed checks

You authorize us to accept for your account all remittances of funds or other property from parties which are payable to you. You agree that we shall not be responsible for any delay in giving your account credit for any deposit you make, for the acts of any agent of yours (or person or persons whom you have authorized to act on your behalf with respect to your accounts) or for any other act that we think is appropriate, provided we have acted in good faith.

Special Endorsement (commonly known as a Third Party Check) is when a payee wishes to transfer a check to a second person. He or she will endorse the check and may include the words "pay to the order of" followed by the special endorsee's name.

If the second person wishes to negotiate the check, they must endorse it as well. This is known as a second endorsement. Your bank assumes a liability to the Drawee bank for the genuineness of all endorsements when checks are presented for deposit or cash. Therefore, it is important all prior endorsements on a check presented be verified if the presenter is unknown to you.

### Checks sent for collection

We may refuse to accept a check which you wish to deposit either at the time of deposit or before we send it for payment. For example, we normally do not accept checks for deposit that have been previously dishonored, contain certain types of restrictive endorsements, are irregular in any respect or are drawn in a foreign currency. We may also refuse to accept for deposit a check that

we believe has been previously presented by remote deposit. At our option, we may return such a check to you without presenting it to the financial institution on which it is drawn or we may send the check “for collection.” This means we do not use normal check clearing procedures. We specially package the check and send it to the financial institution on which it is drawn. If we receive payment for the check, we will credit your account with the amount received on the date we receive payment. When you have us send a check or other item on a collection basis to another bank, that bank usually deducts its collection fee from the proceeds of the collection.

However, some banks require their collection fee to accompany the collection request. If their fee is not included with the collection request, they will return the collection and take no action. Unless you make other arrangements with us, we will charge your account for this bank fee. Our fee and any bank fee apply even if the collection is returned unpaid. When a check you wrote is sent to us for collection, we may charge the presenting bank a fee. If we pay the collection, we may pay the presenting bank the amount of the check, less the amount of our fee. The fee we charge the presenting bank is in addition to other fees we charge for handling collections.

## Payment of checks

You must fill in an amount (in words and numbers) correctly and clearly, and sign your name on checks you write. You should fill in the date and name a payee on your checks. If you don't name a payee, anyone can cash the check. If you fail to follow these rules, we may refuse to honor your checks.

We will charge your account for a check on the day the check is presented to us for payment by any legal means, including electronic, or earlier if we receive notice that a check drawn on your account will be presented for payment. This will affect your available balance, determined as of the time we receive the check or notice, and our determination of whether you have sufficient funds in your account to pay the check.

When a check you write is presented to us by another bank for payment, we will generally accept the endorsements on the check, because if an endorsement is missing or forged, we have rights against the other bank that protect us.

We may require anyone who presents a check for payment in person (other than an account holder presenting a check on his or her own account) to:

- pay a fee to cash the check if we require it
- give a finger or thumbprint, and identification, as a condition of cashing a check

If the presenter of the check refuses to comply with these requirements, or complies but later asserts that these requirements infringed on their legal rights, you understand and agree that imposing these requirements will not be considered a “wrongful dishonor” of your checks.

We may refuse to pay checks or other withdrawal requests (including debit card transactions) on your account as permitted by law and this Agreement, including the following:

- The payment requires deposited funds that are not yet available for withdrawal.
- We have received a court order or other legal process such as a levy, execution or restraining notice prohibiting the withdrawal.
- We have received notice of a bona fide dispute relating to the account, unless a court has ordered us to permit the withdrawal.
- We suspect fraud or irregularity.
- Someone who is authorized to act for you directs us not to make payment.
- Any signature on the check or other withdrawal request does not compare favorably with the specimen signature on our records for the account.
- The check or withdrawal request has not been presented with any or all of the required signatures.
- An equipment problem prevents us from determining the available funds.
- Any document (such as checks or withdrawal request forms supplied by us) or identification we or the law requires in connection with the withdrawal has not been presented to us.

## Processing checks

We use automated check processing procedures. This means that we do not review every signature, endorsement or date on every check. We choose some checks for review based on certain factors that change from time-to-time or a statistical sample. You agree that automated processing of your checks is reasonable and that you have responsibility for preventing and reporting forgeries, alterations and other unauthorized uses of your checks or accounts immediately upon discovery. Please refer to the *Insufficient funds and overdrafts* section for additional information.

Because of technological advances, some types of check fraud have become more difficult to detect. Consequently, to protect you, we may, at our option, without assuming a duty to do so, refuse to cash a check or return checks for large amounts which are presented for payment against your account if we are unable to contact you or take other steps to determine with reasonable certainty that you have authorized these checks.

## Checks – post-dated and stale

**Post-dated checks.** We are not responsible to you if we pay a check before its date, even if we have noticed that it is post-dated. If we, at our option, refuse to pay a check because it is presented before its date, you will have to pay the fee we charge for insufficient funds, if applicable.

**Stale-dated checks.** A “stale-dated” check is one that is brought to us for payment more than six months after its date. We may pay, or refuse to pay, a check brought to us (“presented”) more than six months after its date. If you want to be sure that we do not pay a stale-dated check, you must place a stop payment order on the check. (See our *Stopping payment on a check* section.)

## Checks – legends

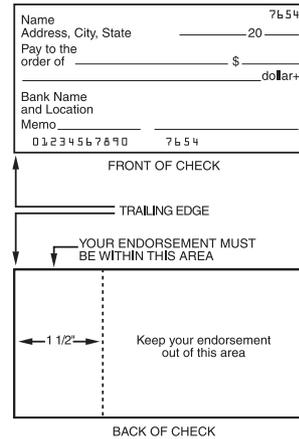
We are not required to honor any legends or memos you put on your checks, even if we are aware of them, unless we have agreed in writing to the restriction. By a “legend” or “memo” we mean a message, such as “not valid for more than \$50,” “do not pay more than ten days after date,” or “requires two signatures.” Specifically, a requirement of two or more signatures will not be honored by us.

## Endorsement standards

The payee of a check (the person to whom a check is payable) must sign (endorse) the check on the back in the space shown in the picture below. If a check is transferred to someone else before it gets deposited or cashed, anyone else who holds the check may also be required to endorse the check. Every bank that handles a check on its way to the bank that is asked to pay it also has to identify itself on the back of the check. The space for those banks is below the space shown for the payee and other “holders.”

When you endorse a check, you must:

- clearly sign your name
- use black or dark blue ink if possible
- never use a faint color, like red, pink or any pastel, or a gel ink (these do not copy well)
- sign near the top of the space provided, or just below any other signature in that space
- stay out of the area below the space for endorsers; most check forms have a line separating the endorsement area
- keep any stamp within the area set aside for handwritten signatures



**Above is a picture that shows you the correct endorsement area.**

Why is this important? If your endorsement of a check, or the endorsement of someone from whom you took the check, either:

- causes a delay in a necessary notice to someone else, or
- prevents someone from being identified quickly enough (and therefore, cannot get notice or cannot get it in time)

you will be responsible for the check and the loss that occurs because it is not paid. It will then be up to you to try and recover from someone else who might be liable.

**Endorsement:** If you make a deposit into an account and you fail to endorse the item, we can accept the deposit for you and you will be liable for the item as if you endorsed it yourself.

We will not accept for deposit a check made payable to someone other than you, endorsed to you by the payee of the check.

We can refuse to accept any item for deposit for any reason or impose conditions on a deposit as we think appropriate. For example, we can treat a deposit as an “inquiry” or take an item for “collection” instead of deposit.

## Electronic instructions for paying checks

If you use any form of a facsimile signature, including rubber stamp, printed signature, electronic or machine-generated signature, and/or facsimile transmission signature, you agree to assume full responsibility for items signed with a facsimile that we pay, if the facsimile resembles the specimen facsimile signature you provided to us. This means that we are not responsible for any misuse of a facsimile signature. You agree to indemnify and hold us harmless from any and all losses, claims, damages, liability, costs and expenses arising directly or indirectly out of the misuse, unlawful or unauthorized use of a facsimile signature by any person.

## Using unreadable checks

If you use checks that our equipment is unable to read or process properly, you may be charged a fee for processing those checks. You will be solely responsible for any costs and losses resulting from using such checks including our refusal to pay such checks.

## Substitute checks and your rights

We are required by law to provide this notice which explains the differences between your original check (that may not be returned) and a substitute check, and your rights in the event the substitute check causes a loss that would have been avoided if the original check were still available.

### What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with “substitute checks.” These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of the substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use the substitute check as proof of payment just like the original check. Some or all of the checks that we return to you may be substitute checks. This notice describes the rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks, photocopies of original checks or to electronic debits to your account. However, you have rights under other laws with respect to those transactions.

### What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, overdraft or insufficient funds fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest, if your account earns interest) within ten business days after we received your claim and the remainder of your refund (plus interest, if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

### How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please call the Bremer Phone Bank at 800-908-BANK (2265) or write us at Bremer Phone Bank, Bremer Service Center, PO Box 1000, Lake Elmo, Minnesota 55042.

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later.

Your claim must include:

1. a description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect)
2. an estimate of the amount of your loss
3. an explanation of why the substitute check you received is insufficient to confirm that you suffered a loss
4. a copy of the substitute check or identifying information such as the check number and the name of the person to whom you wrote the check

## Document images

We make use of image technology to archive all check documents online. We do not keep the original paper documents (like checks) associated with your account. We retain scanned images of most of the documents that we receive and destroy the paper originals. Electronic imaging is one type of media that is used, but as technology changes, there are and will be other copying techniques.

You agree that such copies will be sufficient for all purposes. See the section titled *Substitute checks and your rights*. To facilitate check imaging and electronic check collection, it is important that you take care with the transactions you create on paper. When completing a check, you must:

- write clearly
- use black or dark blue ink in the date, pay to, amount and signature fields
- use only the space provided for your part of a transaction (See the section *Endorsement standards*)

You agree to reimburse us for any losses and costs we incur as a result of a poor check image caused by a deficiency in the written check, whether due to your failure to follow these guidelines or otherwise.

## Return of canceled checks

We currently offer a standard statement or a statement with check images:

1. standard statement – your statement will show the check number, the amount and the date it is paid; or
2. statement with images – your statement will include a reduced image of the front of the check in addition to the number, amount and date the check is paid as part of the statement (See the *Substitute checks and your rights* section; the images sent with your statement are not substitute checks themselves, but some may be images of substitute checks.)

Our fee structures vary depending on your option and are disclosed in the *Personal Account Fee Schedule* which was separately provided to you.

Whether you take option 1 or 2, if you have a need for a specific paper check, we can provide a copy to you upon your request.

## E-BANKING, INCLUDING TRANSFERS, ACH & DEBIT CARDS

### Safeguarding your online identity

You agree that the safety and security of your online transactions begins with you.

- You are solely responsible for having the required hardware and software and for securing your session with your Internet service provider. We are not responsible for loss of personal data or funds due to a compromise of your personal hardware or software.
- You are responsible for keeping your User ID and Password confidential.
- You agree that:
  - you will be the only user of your User ID and Password.
  - you will not transfer or disclose your User ID and Password to any other person.
  - if you **do** share your login information, you are authorizing that person to act on your behalf and we may accept **any** online instructions from that person regarding **any** account activity.
  - you will be responsible for all use of Online Banking, including associated fees, whether authorized by you or not.
  - you will ensure that you have logged out of Online Banking when your session is complete to prevent unauthorized persons from accessing your information.
- You must use maximum caution in protecting your User ID, Password, and one-time security codes from disclosure to anyone else.
- Additionally, you agree that Bremer's records will be final and conclusive as to all questions concerning whether or not your User ID, Password and security codes were used in conjunction with a particular transaction.
- You must contact us immediately at 800-908-BANK (2265) if you believe that your User ID, Password, security codes, computer or software have been compromised, lost or stolen, or that someone may attempt to use Online Banking without your consent or has transferred money without your permission.
- Bremer will never ask for a full Social Security number or account number through an automated system. Be vigilant in safeguarding this information.

## Debit card transaction fraud prevention

Bremer Bank utilizes several methods of monitoring and detecting fraudulent debit card account activity. If fraudulent activity is suspected on your account, we will attempt to contact you via an automated phone service between 8 a.m. and 9 p.m. CT and text message or email 24 hours a day seven (7) days a week. If fraudulent activity is confirmed, clients will be given a unique case number for each fraud alert. This case number should be referenced when calling the bank about this activity. You may also be asked for the last four digits of your Social Security number at this time. This fraud prevention system will leave messages at the contact numbers for your account. Cardholders should call toll-free, 800-369-4887. Clients calling internationally can call collect to 727-227-2447.

## Electronic funds transfers – your rights and responsibilities

For purposes of electronic funds transfers disclosures, our business days are Monday through Friday. Holidays are not included.

Please read this disclosure carefully for an explanation of your rights and obligations.

### Transfer types and limitations on account access

You may use your Bremer Bank Debit Card and your personal identification number (PIN) to:

- withdraw cash from your checking and savings accounts
- make deposits to your checking and savings accounts
- transfer funds between your checking and savings accounts
- pay for purchases at places that have agreed to accept the card
- obtain information about your account balance at an ATM
- make point-of-sale purchases

You may use your Bremer Bank Debit Card to:

- purchase goods or services
- obtain cash from a participating merchant or financial institution

Some of these services may not be available at all terminals.

If you have signed a separate line-of-credit agreement with us and there are insufficient funds in your designated account to cover your debit card transaction, we will advance funds into your account pursuant to the line-of-credit agreement (to the extent available) to cover the transaction.

In addition, if you do not have a separate line-of-credit agreement that is designated to cover debit card transaction overdrafts but wish us to pay such overdrafts, you can authorize us to do so by contacting your banker or calling us at 800-908-BANK (2265).

## Confidentiality

We will disclose information to third parties about your account or the transfer you make:

- where it is necessary for completing transfers, or
- in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- in order to comply with government agency or court orders, or
- if you give us your written permission.

## Electronic funds transfers initiated by third parties

You may authorize a third party to initiate electronic funds transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money or you can call us at 800-908-BANK (2265) to find out whether or not the deposit has been made. These transfers may use the Automated Clearing House (ACH) or other payment networks. Your authorization to the third party to make these transfers can occur in a number of ways. In some cases, your authorization can occur when the merchant posts a sign informing you of their policy.

In all cases, the transaction will require you to provide the third party with your account number and bank information. This information is printed on your check as well as on your deposit slip. You should provide only your bank and account information (whether over the phone, the Internet or via some other method) to trusted third parties whom you have authorized to initiate electronic funds transfers.

Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may authorize direct deposits to be accepted into your checking or savings account(s).
- **Preauthorized payments.** You may authorize recurring bill payments directly from your checking or savings account(s). For more information, please see the next section, **More information on preauthorized payments.**
- **Electronic check conversion.** You may authorize a merchant or service provider to make a one time electronic payment from your checking account using information from your check to pay for purchases or pay bills. Your check will be scanned for the encoded bank and account information and the merchant or service provider will then use this information to convert the transaction into an electronic funds transfer. This may occur at the point of purchase or when you provide your check by other means such as by mail or drop box.

- **Electronic returned-check charge.** Some merchants or service providers will initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

#### **More information on preauthorized payments**

**Electronic payments.** You can stop payment of a periodic payment you have previously arranged. You can do so by telephone. You must call 800-908-BANK (2265) on a business day, at least three (3) business days before your payment is scheduled to be made. When you stop one of such payments, you stop all subsequent payments. If you want to restart them, you will have to rearrange with the payee for the service. Stop payments on certain other transfers: If you have authorized a transfer from your account by telephone or via the Internet by providing information about your account number at this bank, or if you believe that a check you have issued on your account has been converted to an electronic funds transfer, you may stop payment on any of these transfers by contacting us at 800-908-BANK (2265) before the transfer is completed. We will require the exact dollar amount of the transfer, the name of the party to whom you gave the check or authorization, and the check number (if any). We will charge you for each stop payment order you give.

**Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will notify you, ten (10) days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment will differ by more than a certain amount from the previous payment or when the amount will fall outside certain limits that you set.)

- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.
- **Our liability.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damage.

However, there are some exceptions. We will not be liable, for instance:

- if, through no fault of ours, you do not have enough money in your account to make the transfer
- if the transfer would go over the credit limit on your overdraft line
- if the ATM where you are making the transfer does not have enough cash
- if the ATM or system was not working properly and you knew about the breakdown when you started the transfer

- if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken
- There may be other exceptions stated in this agreement with you

## Consumer liability

Tell us at once if you believe your card, security code and/or other access means have been lost or stolen or that someone has transferred or may transfer money from your account without your permission, or if you believe that an electronic funds transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days after you learn of the loss or theft or your card, security code and/or other access means, you can lose no more than \$50 if someone used your card, security code and/or other access means without your permission.

If you do not call us within two (2) business days after you learn of the loss or theft or your card, security code and/or other access means and we can prove we could have stopped someone from using your card, security code and/or other access means without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, security code, and/or other means, tell us at once. If you do not tell us within 60 days after the statement was delivered 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. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**For Minnesota accounts.** You may bring a civil action against any person violating the consumer privacy and unauthorized withdrawal provisions of Minnesota Statutes § 47.69, and may recover, in addition to the greater of actual damages or \$500, punitive damages when applicable, and the court costs and reasonable attorney's fees incurred.

## Contact in the event of unauthorized transfer

If you believe your card, security code and/or other access means have been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call our 24-hour Phone Bank at 800-908-BANK (2265) or write us at Bremer Phone Bank, Bremer Service Center, PO Box 1000, Lake Elmo, Minnesota 55042.

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

## Error resolution notice

If you think your statement or receipt is wrong, if you need more information about a transfer listed on the statement or receipt, or in case of any errors or questions about your electronic transfers, telephone us at 800-908-BANK (2265); write us at Bremer Phone Bank, Bremer Service Center, PO Box 1000, Lake Elmo, Minnesota 55042; or e-mail us in Online Banking (Customer Service > Contact Us) as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- 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.
- 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 ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days 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 ten (10) business days, we may not credit your account.

For errors involving new accounts, point-of-sale or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within three (3) 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.

## Dollar limits on card and online banking transactions

### ATM transactions per day

You may withdraw up to a total of \$525 per day per attached account when you use your Bremer Debit Card.

### Point-of-sale transactions

You may buy up to a total of \$1,500 worth of goods or services each day when you use your Bremer Debit Card.

### Online banking transactions

- Outbound transfers are limited to up to \$10,000 per transfer and a maximum of \$50,000 per day
- Inbound transfers are limited to up to \$10,000 per transfer and a maximum of \$50,000 per day
- For security purposes there are limitations to the dollar amount of mobile banking internal transfers (transfers from an account held at Bremer to another account held at Bremer).

## Fees

Our *Personal Account Fee Schedule* is available at all our branches and contains additional information about our fees.

When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer).

## Documentation

**Periodic statements.** For accounts that have to-or-from electronic funds transfer accessibility, periodic statements will be sent monthly when an electronic funds transfer has occurred. Periodic statements will be sent at least quarterly if no electronic funds transfer has occurred, or if the account is inaccessible to electronic funds transfers.

**Terminal transfers.** You can get a receipt any time you make any electronic funds transfer at an electronic terminal/ATM.

**Pre-authorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money or you can call us at 800-908-BANK (2265) to find out whether or not the deposit has been made.

## Mastercard Zero Liability protection (card transactions only)

Your card comes with Zero Liability protection for unauthorized transactions that you report promptly. With Zero Liability protection, if your card or card number is ever lost or stolen and used without your permission, you must tell us immediately. If you do, you will not be responsible for unauthorized transactions made using your card or card number.

Under your Mastercard Agreement, if you notify us about the unauthorized transaction **within 60 days** of when the first account statement showing the unauthorized transaction was delivered, you will be protected for your losses on the account.

If you notify us about the unauthorized transaction **after 60 days**, we may not reimburse you for unauthorized transactions. You may be required to provide documentation to support your claim, including an affidavit of unauthorized use and a police report. In addition, we will consider whether any negligence on the part of the cardholders has contributed to the transaction in question.

Under your Mastercard Agreement, the following are not considered to be unauthorized transactions under Zero Liability protection, which means you are liable for any transaction:

- by a cardholder or person authorized by a cardholder, or other person with an interest in or authority to transact business on the account;
- by a person you have authorized to use your card, even if that person has exceeded the authority you gave;
- requested or made with fraudulent intent by you or any person acting in concert with you;
- made by us; or
- a merchant has processed in error, or you are unhappy with goods or services you purchased. In these cases, first contact the merchant to resolve the situation.

If you suspect that your *card* has been lost or stolen, or that an unauthorized transaction has been made with the *card* or the *card number* issued to you, notify us as soon as possible by calling 800-908-BANK (2265) or the number listed on your account statement. The sooner you notify us, the sooner we can protect the linked accounts. A delay in reporting the unauthorized transaction may affect your Zero Liability protection, as defined above.

## Online notices

Certain laws and regulations require us to provide statements, notices, and disclosures to you in “writing” (traditionally this is defined as a paper notice). With your online consent the E-Sign Act allows us to provide these documents to you electronically. Your consent does not mean that we must provide documents electronically but instead may deliver some or all of these documents electronically. After consent is provided, you will no longer receive paper copies of the notices made available electronically. An electronic document is the legal equivalent of the paper document. You may withdraw your electronic consent at any time by changing your document delivery method online.

## Currency conversion

When you use your Bremer Bank Debit Card at a merchant who settles in foreign currency, the charge will be converted into the U.S. dollar amount. The currency conversion rate used is either a wholesale market rate or the government mandated rate in effect the day before the processing date, increased by 1%. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

## Advisory against illegal use of Debit Card

You agree not to use your Bremer Bank Debit Card for illegal gambling or other illegal purposes. Display of a payment card logo by, for example, an online merchant, does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

## OTHER TERMS & CONDITIONS

### Privacy statement

The most recent version of our privacy statement is available to you at your local Bremer Bank, on Bremer.com, or by calling us at 800-908-BANK (2265).

### Bank's right to indemnification

If we believe, in our sole discretion, that any instruction from you might expose us to claims, suits, losses, expenses, liabilities or damages, whether directly or indirectly, we may require indemnification from you, satisfactory to us, before following such instructions.

### Lawsuits, claims or other proceedings

You agree that any lawsuits, claims, or other proceedings arising from or relating to your account or this Agreement will be venued exclusively in the state or federal courts in the state whose laws govern your account, which will be the state where the Bremer Bank branch where you opened your account is located. You agree that if you opened your Bremer Bank account via Online Banking rather than at a branch location the laws of the state of Minnesota shall govern your account.

In any lawsuit or other legal proceeding in which you and Bremer are in different positions, you agree that you will not claim that we waited too long to make our claim or state our position and you agree not to make any claim against us in the same legal proceeding if your claim does not involve the original claim in that legal proceeding.

### Telephone recording

At our sole discretion, we may, but are not required to, make and retain recordings of any telephone conversations between you and us. Any such recordings that have been made and retained by us shall be admissible in a court of law or arbitration proceeding.

### Business days

For purposes of these disclosures, our business days are Monday through Friday. Federal holidays are not included.

### Legal process

If your account becomes involved in legal proceedings, your use of it may be restricted. We must comply with any notice of attachment, execution, garnishment, tax levy, injunction, restraining order, subpoena, warrant or other legal process we, in good faith, believe to be valid and applies to your account. We may charge you for handling such legal process, even if the legal process is later released.

We may charge you our normal rates for research and copies if we are not able to charge the party serving the legal process. Funds we do not make available to you in response to legal process may not earn interest.

### Blocked or restrained accounts

You agree that if your account is restrained or blocked by legal process or contract, court order or government action, we may remove the funds being restrained from your account and place those funds in a control account for your benefit until your account or those funds are no longer restrained or blocked. While those funds are in the control account, you agree that the funds will not earn any interest and your account may also be subject to additional fees which we may charge to your account. You also agree to be bound by all terms in the Account Agreement governing the control account.

### If you owe us money (set-off)

If you owe us money and it is due, we can use the money from any account you own with us to pay the debt. We can exercise this right of set-off at any time and for any reason allowed by law. For example, we can exercise this right in the event of a default under the terms of any debt that you owe us.

### Severability

If a court decides that any term in this Agreement is void or invalid, the rest of the Agreement will remain in full force and effective.

### Attorney's fees, losses and expenses

To the extent permitted by applicable law, you agree to pay all losses, costs and expenses (including, without limitation, attorney's fees) incurred by us relating to your account as a result of:

- your failure to comply with this Agreement or any other agreements relating to your account(s)
- a dispute among the account owners, beneficiaries, heirs or others claiming an interest to all or part of this account
- any legal proceedings involving your account, including any third-party claim, notice or legal action whether or not such claim is legally enforceable
- any governmental or administrative investigation
- any action taken by us to resolve or comply with such dispute, claim or investigation or to protect our interest

## Bank's waiver

Nothing we do or delay in doing will amount to a waiver of any of our rights under this Agreement unless we so stated in writing with an authorized signature. We may waive any of our rights under this Agreement in any specific instance, but any such waiver shall apply to such instance only. Our failure to demand our rights on any one occasion will not result in a waiver of any of our rights on any other occasion.

## Disputes of conflicting demand

If there is a dispute over any person's authority to give us instructions concerning the account, we may require the signatures of all authorized signers on any checks and other instructions.

We may also refuse to permit withdrawals from the account until we receive evidence satisfactory to us that the dispute over any person's authority to give us instructions has been resolved. If we do so, we may return checks presented for payment. However, we may, without liability to us, continue to honor checks and other instructions given to us by the individuals who appear as authorized signers according to our records. You agree that we will incur no liability to you for any delay or refusal to honor checks or other orders arising out of a dispute over ownership or control of your account.

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800-908-BANK (2265)

Bremer.com

Member FDIC

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