



Mobile Banking Terms & Conditions

END USER TERMS

This service is provided to you by Bremer Bank and powered by a Third Party "Licensor" mobile technology solution. Section A of these End User Terms is a legal agreement between you and Bremer Bank. Section B of these End User Terms is a legal agreement between you and the Licensor.

SECTION A

BREMER BANK TERMS AND CONDITIONS

Thank you for using Bremer Bank Mobile Banking combined with your handheld's text messaging capabilities. For help, text "HELP" to 79680. To cancel your plan, text "STOP" to 79680 at anytime. In case of questions please contact customer service at contactus@bremer.com or call 800-908-BANK (2265).

Terms and Conditions

1. The services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from Bremer Bank. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service.
2. The services are provided by Bremer Bank and not by any other third party. You and Bremer Bank are solely responsible for the content transmitted through the text messages sent to and from Bremer Bank. You must provide source indication in any messages you send (e.g., mobile telephone number, "From" field in text message, etc.)
3. To enroll in Mobile Banking, Text Messaging and Remote Deposit Service, you must also be a subscriber to Bremer Bank's Online Banking service ("Online Banking"). You acknowledge that you have read and agreed to the terms and conditions of the Bremer Bank Online Banking Terms and Conditions ("Service Agreement") which applies to these End User Terms. You also acknowledge and agree to these End User Terms which supplement the Service Agreement when you enroll in Mobile Banking, Text Messaging and/or Remote Deposit Service. (You may review the Bremer Bank Online Banking Terms and Conditions by visiting Bremer.com/terms).
4. We are not responsible or liable for the acts, omissions, systems or services provided by the Licensor or any of the provisions of Section B which is the responsibility of the Licensor.
5. We reserve the right to alter charges and/or these End User Terms from time to time, and we reserve the right to terminate, discontinue or suspend any service at any time.
6. We may terminate Online Banking services as provided in the Service Agreement, and may terminate Mobile Banking, Text Messaging and/or Remote Deposit Service at any time, including if you or your accounts are not eligible for any service, if we believe you are in breach of your account agreement with us, the Service Agreement or these End User Terms, or in the event your mobile service terminates or lapses.

Mobile Banking and Text Messaging

1. As used in these End User Terms, "Mobile Banking" means a service that allows you to use a mobile device (like an iPhone or smartphone, sometimes also called a wireless device) to access Bremer Bank's Online Banking service, and "mobile device" means a device specified by us, not a personal computer including a mobile phone or personal digital assistant (PPA) that has text messaging capabilities and/or is Internet (Web) enabled and "Text Messaging," or "SMS," means a process that allows you to send and receive messages from us related to your accounts, of up to 160 characters each, using your mobile device.

2. Not all the Online Banking services or the functionality on the Online Banking website are available when you use a mobile device, and Mobile Banking and functionality available to you may vary based on the mobile device you use. For those Online Banking services available through your mobile device, the Online Banking services may use different terminology and appear in different formats when viewed through your mobile device. You may be required to follow different instructions to access Online Banking services through your mobile device. Processing of payment and transfer instructions may take longer through Mobile Banking.

3. Your wireless provider's standard rates apply to Internet access, including messaging rates that apply to SMS usage. We do not charge for any content; however, downloadable content may incur additional charges from your wireless provider. Please contact your wireless provider for information about your Internet access and messaging plans. Your wireless provider may impose Internet access, message and/or charge limitations that are outside of our control, for using this service on your account. All such charges are billed by and payable to your wireless provider. You are responsible for any charges from your wireless provider. We are not responsible for any damages resulting from your failure to comply with any terms and conditions of your wireless provider.

4. You represent that you are the owner or authorized user of the mobile device you use to receive our Mobile Banking service, and that you are authorized to approve the applicable charges. You agree that we may send messages through your wireless provider to you and that your wireless provider is acting as your agent when sending and receiving messages. We may use the telephone or mobile phone number, email address or other delivery location we have in our records for you or other such information as you may provide to us to contact you for Mobile Banking.

a. a. If you use Text Messaging, we will send you a message only once per request.

5. We will not be liable for any delays or failures in your ability to access our Mobile Banking service or in your receipt of any text messages, as access and messaging are subject to effective transmission from your network provider and processing by your mobile device, as well as delays and interruptions in the Internet. Mobile Banking services including Text Messaging are provided on an AS IS, AS AVAILABLE basis.

6. You understand and agree that Mobile Banking messages may not be encrypted and may contain personal or confidential information about you, such as your mobile phone number, your wireless providers name, and the date, time, and content of any mobile banking messages including account activity and status of your accounts and other information that you or we may provide. We may use this information to contact you and to provide the services you request from us, and to otherwise operate, develop and improve the Mobile Banking service. Your wireless provider and other service providers may also collect data from your Mobile Banking usage, and their practices are governed by their own policies. We are not responsible or liable for the acts or policies of such service providers. We will only use the information you provide to us from your Mobile Banking usage in connection with our Online Banking service. Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation or governmental request, to avoid liability, or to protect our rights or property. When you complete forms online or otherwise provide us with information in

connection with our Mobile Banking service, you agree to provide accurate, complete and true information. We will not be responsible or liable for losses or damages arising from any disclosure of your account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the messages sent through Mobile Banking.

7. Our Mobile Banking service, as well as the content and materials you may receive or access through your use of our service, are proprietary to us and our licensors, and are for your personal, non-commercial use only. You will not damage, impair, interfere with, or disrupt our Online Banking service or its functionality.

8. You agree that if you are using our Mobile Banking service outside the United States, you are responsible for having access to the appropriate wireless and/or telecommunications networks and are responsible for all associated fees and charges.

9. We reserve the right to alter charges and/or these End User Terms from time to time, and we reserve the right to discontinue our Mobile Banking service at any time without notice. We may suspend or terminate the service to you if we believe you are in breach of our End User Terms, the Service Agreement or your account agreement with us. The service is also subject to termination in the event your wireless service terminates or lapses.

10. If you have any questions, email contactus@bremer.com. You can also text the word HELP to 79680 to get additional information about the service. If you receive a message from us unexpectedly, you can text the word STOP to 79680. We do not charge for help or info messages; however, your normal wireless provider rates apply.

11. Mobile Banking is provided for your convenience and does not replace your monthly account statement, which is the official record of your account. Mobile Banking, including instructions for payment, transfer and other transactions, may be delayed, interrupted or otherwise negatively impacted by factors relating to your mobile device, your Internet service provider, wireless provider or other parties, or due to other reasons outside of our control. We will not be liable for any such delays, interruptions, or negative impacts to Mobile Banking and you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.

12. You agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your use of the Mobile Banking and Text Messaging service and your provision of a telephone or mobile phone number, email address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of these End User Terms.

Mobile Banking

13. As used in these End User Terms, "Mobile Banking" means a service that allows you to use a mobile device (like an iPhone[®] or smartphone, sometimes also called a wireless device) to access Bremer Bank's Online Banking service, and "mobile device" means a device specified by us, not a personal computer including a mobile phone or personal digital assistant (PPA) that has text messaging capabilities and/or is Internet (Web) enabled.

14. Not all the Online Banking services or the functionality on the Online Banking website are available when you use a mobile device, and Mobile Banking and functionality available to you may vary based on the mobile device you use. For those Online Banking services available through your mobile device, the Online Banking services may use different terminology and appear in different formats when viewed through your mobile device. You may be required to follow different instructions to access Online

Banking services through your mobile device. Processing of payment and transfer instructions may take longer through Mobile Banking.

15. Your wireless provider's standard rates apply to Internet access content may incur additional charges from your wireless provider. Please contact your wireless provider for information about your Internet access and messaging plans. Your wireless provider may impose Internet access, message and/or charge limitations that are outside of our control, for using this service on your account. All such charges are billed by and payable to your wireless provider. You are responsible for any charges from your wireless provider. We are not responsible for any damages resulting from your failure to comply with any terms and conditions of your wireless provider.

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

17. We will not be liable for any delays or failures in your ability to access our Mobile Banking service, as access are subject to effective transmission from your network provider and processing by your mobile device, as well as delays and interruptions in the Internet. Mobile Banking services are provided on an AS IS, AS AVAILABLE basis.

18. Your wireless provider and other service providers may collect data from your Mobile Banking usage, and their practices are governed by their own policies. We are not responsible or liable for the acts or policies of such service providers. We will only use the information you provide to us from your Mobile Banking usage in connection with our Online Banking service. Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation or governmental request, to avoid liability, or to protect our rights or property. When you complete forms online or otherwise provide us with information in connection with our Mobile Banking service, you agree to provide accurate, complete and true information. We will not be responsible or liable for losses or damages arising from any disclosure of your account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the messages sent through Mobile Banking.

19. Our Mobile Banking service, as well as the content and materials you may receive or access through your use of our service, are proprietary to us and our licensors, and are for your personal, non-commercial use only. You will not damage, impair, interfere with, or disrupt our Online Banking service or its functionality.

20. You agree that if you are using our Mobile Banking service outside the United States, you are responsible for having access to the appropriate wireless and/or telecommunications networks and are responsible for all associated fees and charges.

21. We reserve the right to alter charges and/or these End User Terms from time to time, and we reserve the right to discontinue our Mobile Banking service at any time without notice. We may suspend or terminate the service to you if we believe you are in breach of our End User Terms, the Service Agreement or your account agreement with us. The service is also subject to termination in the event your wireless service terminates or lapses.

22. If you have any questions, email contactus@bremer.com or call 800-908-BANK (2265).

23. Mobile Banking is provided for your convenience and does not replace your monthly account statement, which is the official record of your account. Mobile Banking, including instructions for payment, transfer and other transactions, may be delayed, interrupted or otherwise negatively impacted by factors relating to your mobile device, your Internet service provider, wireless provider or other

parties, or due to other reasons outside of our control. We will not be liable for any such delays, interruptions, or negative impacts to Mobile Banking and you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.

24. You agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your use of the Mobile Banking and your provision of a telephone or mobile phone number, email address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of these End User Terms.

Remote Deposit Service

1. The Mobile Remote Deposit Service allows you to make deposits of the electronic image of a check or Substitute Check (each an 'item') to your eligible Accounts by capturing an electronic image of the item with a capture device (such as a camera) on your Mobile Device and submitting images and associated information to us for processing. All terms and conditions of the Mobile Banking Services provided above apply to the Remote Deposit Service.

2. Eligible Items.

You agree:

- a. to deposit only images that originated as paper checks, and no third party or electronic checks may be deposited using the Mobile Remote Deposit Service;
- b. to implement and maintain security measures, including firewall protection, in compliance with your obligations under these End User Terms;
- c. to keep your email address updated within Online Banking;
- d. to properly endorse all items using the Mobile Remote Deposit Service as stated in Section 6 below;
- e. not to deposit items into your account unless you have authority to do so;
- f. after you submit an item for deposit using the Mobile Remote Deposit Service you will not redeposit, otherwise transfer or negotiate the original item;
- g. after you submit an item for deposit you are solely responsible for the storage or destruction of the original item as further provided below;
- h. the electronic image of the item will become the legal representation of the item for all purposes;
- i. any image we receive accurately and legibly represents all of the information on the front and back sides of the original item as originally drawn; and
- j. to promptly provide us with a written notice of any claim you receive regarding the Mobile Remote Deposit Service.

3. Restrictions and Limitations.

You agree not use the Remote Deposit Service to deposit any of the following Items:

- a. Items payable to any person or entity other than you;
- b. Items drawn on a financial institution located outside the United States;
- c. Items containing obvious alteration to any of the fields on the front of the Item, or which you know or suspect, or should know or suspect, are fraudulent; or
- d. Items prohibited by our current procedures relating to the Remote Deposit Service or which are otherwise not acceptable under the terms of your applicable checking, savings, or money market account and related agreement with us.

4. Contact.

Bremer Bank will notify you via the email address that you provided within Online Banking. You agree that this email address is up to date and a valid email address to contact you at. You may change this email address by logging into your Online Banking and going to the Customer Service page. We will notify you by email after a deposit has been received, approved, and/or declined. We may also contact you by this email address if necessary to resolve any deposit disputes.

5. Image Quality.

The image of an item transmitted using the Mobile Remote Deposit Service must be legible and clear. It must not be altered. It must capture all pertinent information from the front and back of the item. Image quality must comply with industry requirements established and updated by the ANSI, Federal Reserve Board and any other regulatory agency. You authorize us to convert items to IRDs or transmit them as an image. If the electronic files and/or images transmit to us with respect to any item do not comply with our requirements for content and/or format, we may, in our sole discretion:

- a. further transmit the item and data in the form received from you;
- b. repair or attempt to repair the item or data and then further transmit it;
- c. process the item as photocopies in lieu of originals; or
- d. return the data and item to you unprocessed and charge back your account.

6. Endorsement.

You agree to properly endorse all items captured and submitted using the Mobile Remote Deposit Service. This should include a signature (s) from the named payee(s). It is also suggested that you write 'For Bremer Bank Mobile Deposit Only.' This will help prevent a duplicate deposit being made.

7. Processing Time and Availability of Funds.

We may return or refuse to accept all or any part of a deposit to your account using the Service at any time and will not be liable for doing so even if such action causes outstanding checks or other debits to your account to be dishonored and returned. Images of items transmitted by you are not considered received by us until you receive an electronic confirmation of the receipt of the deposit from us. Receipt of the confirmation from us does not mean that the transmission was error free or complete, you may still receive a declined deposit email if the deposit is outside our guidelines. Items submitted before 6:00 p.m. CT on a Business Day, will be deposited the next Business Day. Items submitted after 6:00 p.m. CT or on a non Business Day, will be deposited in two Business Days. Once items have been approved through the Mobile Remote Deposit Service, they are subject to our Funds Availability Policy.

8. Disposal of Transmitted Items.

You are responsible for retaining each original item in a safe and secure environment in accordance with applicable laws as in effect from time to time. You will store the original items and take appropriate measures to ensure they are not deposited a second time. You will promptly (but in any event within five (5) Business Days) provide any retained original item to us as requested to aid in the clearing and collection process to resolve claims by third parties with respect to any item or as we otherwise deem necessary. After forty-five (45) days following transmittal to us and receipt of a confirmation from us that the image of the item has been received, you agree to mark the item as 'VOID' and properly dispose it to ensure it is not presented for deposit again.

9. Restrictions and Limitations.

You agree your deposits using the Mobile Remote Deposit Service will not exceed the limitations, and may be changed from time to time. Note: At your request, from time to time we may make exceptions to these limits.

Payment Limit The maximum single item amount a user may deposit through remote deposit capture	\$10,000
Daily Limit Maximum cumulative amount a depositor may deposit in a single day. The cumulative total for all accounts will apply towards this limit	\$10,000
Daily Limit Count Maximum number of deposits a depositor can make in a single business day	100
Multi-Day Limit Maximum cumulative amount a depositor may deposit over the course of a defined multi-day period	\$25,000
Multi-Day Limit Count Maximum number of deposits a depositor can make over the course of a defined multi-day period	100
Multi-Day Limit Period Number of business days that constitutes the multi-day period	5

10. Minimum Hardware and Software Requirements.

In order to use the Mobile Remote Deposit Service, you must obtain and maintain, at your expense, compatible hardware and software including but not limited to an Internet.

11. Eligibility, Termination and Changes.

You must meet the eligibility requirements in order to use the Mobile Remote Deposit Service. We have the right to suspend or terminate the Mobile Remote Deposit Service at any time if you or your accounts(s) do not meet our eligibility requirements or if you are in violation of these End User Terms, the Online Agreement, or Account Agreement. We may also terminate the Mobile Remote Deposit Service in the event your wireless service terminates or lapses. We also reserve the right to change the Mobile Remote Deposit Service at any time without notice to you.

12. Errors.

You agree to promptly review each account statement and notify us of any errors. All deposits made through the Mobile Remote Deposit Service will be deemed to be correct, unless you notify us of any errors to your deposits. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared or as otherwise specified in your Online Agreement and Account Agreement.

13. Changes.

We reserve the right to change the Mobile Remote Deposit Service at any time without notice to you. We reserve the right to change the fee structure for this service at any time. We reserve the right to deny, suspend or revoke access to the Mobile Remote Deposit Service immediately, in whole or in part, in our sole discretion, without notice, if we believe you are in breach of these Sections or this Agreement or another agreement related to your Account with us, or are otherwise using or accessing the Mobile Remote Deposit Services inconsistent with the terms and conditions hereof. Further, we have the right to suspend the Mobile Remote Deposit Service immediately in the event of an

emergency or in the event of acts or circumstances beyond our control. Any termination will not affect any obligations arising prior to termination, such as the obligation to process any items that were processed or in the process of being transmitted or collected prior to the termination date, or any returns prior to termination.

14. The Remote Deposit Service is provided for your convenience and does not replace your monthly account statement, which is the official record of your account. The Remote Deposit Service may be delayed, interrupted or otherwise negatively impacted by factors relating to your mobile device, your Internet service provider, wireless provider or other parties, or due to other reasons outside of our control. We will not be liable for any such delays, interruptions, or negative impacts to the Remote Deposit Service and you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.

15. You agree to indemnify, defend and hold us harmless from and against any claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your use of the Remote Deposit Service. This obligation survives termination of these End User Terms.

SECTION B

END USER LICENSE AGREEMENT TERMS FOR THE DOWNLOADABLE APP

To be Agreed to by End User Prior to Use of the Downloadable App

1. Ownership. You acknowledge and agree that a third party provider or licensor to your financial services provider ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to Mobile Banking services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").

2. License. Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.

3. Restrictions. You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.

4. Disclaimer Warranty. THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

5. Limitations of Warranty. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.

6. U.S. Government Restricted Rights. The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

7. Miscellaneous. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of Florida excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of Florida and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

8. Content and Services. Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.

Zelle Network[®] Standard Terms Addendum to Bremer Bank Mobile Banking Enrollment Terms and Conditions (“Bremer Bank Zelle Addendum”)

1. Description of Services

- a. We have partnered with the *Zelle Network* (“*Zelle*”) to enable a convenient way to transfer money between you and others who are enrolled directly with *Zelle*[®] or enrolled with another financial institution that partners with *Zelle* (each, a “User”) using aliases, such as email addresses or mobile phone numbers (the “Service”). We will refer to financial institutions that have partnered with *Zelle* as “Network Banks.”
- b. *Zelle* provides no deposit account or other financial services. *Zelle* neither transfers nor moves money. You may not establish a financial account with *Zelle* of any kind. All money will be transmitted by a Network Bank.

- c. THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

2. Eligibility and User Profile

When you enroll to use the Service or when you permit others to whom you have delegated to act on your behalf to use or access the Service, you agree to the terms and conditions of this Bremer Bank Zelle Addendum. You represent that you have the authority to authorize debits and credits to the enrolled bank account.

You agree that you will not use the Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Service to request money from anyone for any such payments.

The Service is intended for personal, not business or commercial use. You agree that you will not use the Service to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Service with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Service if we believe that you are using the Service for business or commercial purposes, or for any unlawful purpose.

We reserve the right to change the Bremer Bank Zelle Service at any time without notice to you. We reserve the right to change the fee structure for this service at any time. We reserve the right to deny, suspend or revoke access to the Bremer Bank Zelle Service immediately, in whole or in part, in our sole discretion, without notice, if we believe you are in breach of these Sections or this Agreement or another agreement related to your Account with us, or are otherwise using or accessing the Bremer Bank Zelle services inconsistent with the terms and conditions hereof.

Further, we have the right to suspend the Bremer Bank Zelle Service immediately in the event of an emergency or in the event of acts or circumstances beyond our control. Any termination will not affect any obligations arising prior to termination, such as an obligation to process any items that were processed or in the process of being transmitted or collected prior to the termination date, or any returns prior to termination.

In order to use this Service you must have an eligible Deposit Account with Bremer Bank. In order to receive fund transfers in to your Deposit Account, that account must be in good standing. In order to transfer funds out of your Deposit Account to another individual, you must have an available balance in that account.

3. Consent to Share Personal Information (Including Account Information)

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;

4. To a consumer reporting agency for research purposes only;
5. In order to comply with governmental agency or court orders; or,
6. If you give us your written permission.

4. Privacy and Information Security

We make security and the protection of your information a top priority. You can access our PRIVACY STATEMENT, by visiting Bremer.com/privacy, which is incorporated into and made a part of this Bremer Bank Zelle Addendum by this reference.

5. Wireless Operator Data

Zelle may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details, if available, solely to allow verification of your identity and to compare information you have provided to us or to *Zelle* with your wireless operator account profile information for the duration of our business relationship. See *Zelle's* Privacy Policy by visiting zellepay.com/privacy-policy_for how it treats your data.

6. Enrolling for the Service

- a. You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no “burner” numbers). You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol.
- b. Once enrolled, you may:
 - i. authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and
 - ii. receive money from another User either at that User’s initiation or at your request, subject to the conditions of the Section below titled “Requesting Money.”

7. Consent to Emails and Automated Text Messages

By participating as a User, you represent that you are the owner of the email address, mobile phone number, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number and/or other alias to send or receive money as described in this Bremer Bank Zelle Addendum. You consent to the receipt of emails or text messages from us, from *Zelle*, from other Users that are sending you money or requesting money from you, and from other Network Banks or their agents regarding the Services or related transfers between Network Banks and you. You agree that we may, *Zelle* may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

- iii. You are responsible for any fees or other charges that your wireless carrier may

charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.

- iv. You will immediately notify us if any email address or mobile phone number you have enrolled is (i) surrendered by you, or (ii) changed by you.
- v. In the case of any messages that you may send through either us or Zelle or that we may send or Zelle may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle sends on your behalf may include your name.
- vi. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle, including messages that you may send through us or through Zelle or that we may send or Zelle may send on your behalf.
- vii. To cancel text messaging from us, send STOP to 20736. For help or information regarding text messaging, send HELP to 20736 or contact our customer service at 1-800-908-BANK (2265). You expressly consent to receipt of a text message to confirm your "STOP" request.

8. Receiving Money; Money Transfers by Network Banks

Once a User initiates a transfer of money to your email address or mobile phone number enrolled with the Service, you have no ability to stop the transfer. By using the Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled.

Most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network Banks, we may need or *Zelle* may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e. email, push notification).

If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Bremer Bank Zelle Addendum and the procedures of the business or government agency that is sending you the payment.

9. Sending Money; Debits by Network Banks

You may send money to another User at your initiation or in response to that User's request for money. You understand that use of this Service by you shall at all times be subject to (i) this Bremer Bank Zelle Addendum and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Service. If the person you sent money to has already enrolled with *Zelle*, either in the *Zelle* mobile app or with a Network Bank, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked.

In most cases, when you are sending money, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network Banks, we may need additional time to verify your identity or the

identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with *Zelle*, either in the *Zelle* mobile app or with a Network Bank, the transfer may take up to two (2) business days from the day the intended recipient responds to the payment notification by enrolling as a User. You understand and acknowledge that a person to whom you are sending money and who is not enrolled as a User may fail to enroll with *Zelle*, or otherwise ignore the payment notification, and the transfer may not occur.

The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e. email, push notification).

We have no control over the actions of other Users, other Network Banks or other financial institutions that could delay or prevent your money from being delivered to the intended User.

10. Liability

Neither we nor *Zelle* shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or *Zelle* to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor *Zelle* shall be liable for any typos or keystroke errors that you may make when using the Service.

THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND PEOPLE WITH WHOM YOU ARE FAMILIAR. YOU SHOULD NOT USE *ZELLE* TO SEND MONEY TO PERSONS THAT YOU DO NOT TRUST. YOU AGREE THAT YOU, NOT WE OR *ZELLE*, ARE RESPONSIBLE FOR RESOLVING ANY PAYMENT OR OTHER DISPUTES THAT YOU HAVE WITH ANY OTHER USER WITH WHOM YOU SEND MONEY TO, OR RECEIVE OR REQUEST MONEY FROM, USING THE SERVICE.

11. Send Limits

You may not make transfers in excess of the limits described below. The amount of money you can send may vary based on the type of deposit account you use. Transfers made from a Bremer Bank Deposit Account may be made up to a daily transaction limit of \$300 and a daily aggregate dollar limit of \$1,000. We reserve the right to change the send limits at any time without notice to you. Although we do not limit the number of transfers from your Deposit Account, you may not make transfers in excess of the number of fund transfers allowed by the rules governing the applicable account.

12. Requesting Money

You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor *Zelle* guarantee that you will receive money from other Users by sending a payment request. If a User ignores your request, we may decide or *Zelle* may decide, in our sole discretion, that we will not send a reminder or repeat request to that User.

By accepting this Bremer Bank *Zelle* Addendum you agree that you are not engaging in the business of debt collection by attempting to use the Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order.

You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by us or by *Zelle*. Neither we nor *Zelle* assume responsibility for the

accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money.

We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

13. Transaction Errors

You understand that we must rely on the information provided by you and you authorize us to act on any instruction, which has been or reasonably appears to have been sent by you, to submit fund transfer instructions on your behalf. You understand that financial institutions receiving the fund transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You agree to accept full responsibility for losses resulting from any of your errors, duplication, ambiguities, or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, we reserve the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

14. Electronic Fund Transfers Provisions Applicable for Consumers

The provisions in this Section 14 are established by Regulation E, which implements the federal Electronic Fund Transfer Act, and apply only to electronic fund transfers (EFTs) that debit or credit a consumer's checking, savings, or other asset account.

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.

15. Your Liability for Unauthorized Electronic Fund Transfers

- 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.

Please refer to our [Personal Online Banking Terms and Conditions](#) and Personal Account Agreement by visiting [Bremer.com/terms](#) for additional information regarding your liability and other terms and conditions that are not defined in this Bremer Bank Zelle Addendum.

16. Liability for Failure to Complete Transfers

We do not make any representation or warranty that any particular transfer transaction can be completed, or that it can be completed within a particular period of time. Any estimate we may provide concerning the completion date for the transfer transaction is only an estimate, and is not binding on us. You understand and agree that we have no control over the actions of other Members, or of other financial institutions (including Member's Financial Institutions), that may prevent a transfer transaction from being completed, or may delay its completion. You understand and agree that we may not be able to complete a transfer transaction if:

- the receiving member does not enroll in or register with the transfer service; or,
- the receiving member does not register with the transfer service the specific email address or telephone number you have provided to us for them.

Upon learning that a transfer transaction to transfer funds from your Deposit Account to a member cannot be completed for any reason, we may make a reasonable effort to complete the payment again. If the transfer transaction is not completed, we will notify you to contact your intended recipient.

If you do not have enough money in your Deposit Account to make a transfer transaction, we may reject your request to initiate the transfer transaction.

We reserve the right to decline or cancel any payment instructions or orders or to carry out change or cancellation requests. We may, in our sole discretion, decline to initiate or complete a transfer transaction for any reason. We may, in our sole discretion, accept instructions from any member or from a Member's Financial Institution to block your attempts to use the transfer service to initiate transfer transactions with that member or customers of that institution.

17. Fees

We do not charge a fee for using the Service. However, fees associated with text messaging may be assessed by your mobile carrier, and data rates may apply. In addition, fees may apply if you use the Transfer Service through another financial institution or through Zelle's separate transfer service website or mobile app. We reserve the right to assess fees in connection with the Transfer Service in the future. If we do assess fees, we will give you reasonable notice as required by law and deduct any applicable fees from the Deposit Account used for the transfer transaction.

18. Use of Our On-line Banking Site and/or Mobile App

You agree to access this website and/or mobile app in compliance with our Personal Online Banking Terms and Conditions and our Personal Mobile Banking Enrollment Terms and

Conditions, and incorporated into and made part of this Bremer Bank Zelle Addendum by this reference. Please refer to our Personal Online Banking Terms and Conditions and our Personal Mobile Banking Enrollment Terms and Conditions by visiting Bremer.com/terms.

19. Cancellation of the Service

Please refer to our Personal Online Banking Terms and Conditions and our Personal Mobile Banking Enrollment Terms and Conditions by visiting Bremer.com/terms.

20. Right to Terminate Access

Please refer to our Personal Online Banking Terms and Conditions and our Personal Mobile Banking Enrollment Terms and Conditions by visiting Bremer.com/terms.

21. Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, *ZELLE* MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. *ZELLE* EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. *ZELLE* DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

22. Limitation of Liability

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL *ZELLE*, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK BANKS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF *ZELLE* HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH *ZELLE'S* SERVICE OR WITH THE TERMS OF THIS BREMER BANK ZELLE ADDENDUM, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF *ZELLE*, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK BANKS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

23. Indemnification

You acknowledge and agree that you are personally responsible for your conduct while using the Service, and except as otherwise provided in this Bremer Bank Zelle Addendum, you agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers, agents and Network

Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use the Service, or any violation by you of the terms of this Bremer Bank Zelle Addendum.

24. Governing Law; Choice of Law; Severability

Please refer to our Personal Online Banking Terms and Conditions by visiting Bremer.com/terms.

25. Miscellaneous

Subject to the terms of this Bremer Bank Zelle Addendum, the Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or Zelle's control. Live customer service generally will be available Monday through Friday, excluding US bank holidays.

Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.