



Online Banking Terms & Conditions

April 25, 2016

Please read carefully the Terms and Conditions Agreement for Online Banking from Bremer Bank, which was revised April 25, 2016. The Agreement includes disclaimers of liability and other matters of interest to you. By accepting the terms and conditions you agree to this Agreement which includes a consent to future amendments of the Agreement. By not accepting these terms and conditions you will not be able to use Online Banking.

- What this Agreement Covers2**
 - Terms Used In This Agreement.....2
 - Accepting This Agreement3
 - Changes in Terms/Fees3
 - Access to Online Banking.....3
 - Login and Security3
 - Cookies.....4
 - Providing Personal Information4
 - No Illegal Use of Online Banking.....4
- Online Banking Service4**
 - Available Services4
 - Transaction Information4
 - Linked Accounts4
 - Accounts Accessible by More than One Person5
 - Business Days5
 - Transfer Processing.....5
 - External Transfers5
 - External Transfers: Transaction Limits and Funds Availability.....5
 - Alerts Service.....6
 - Text Message Use for Online Banking6
 - Secure Messages7
 - Account Statements and Downloads.....7
- Online Bill Pay Service.....8**
 - Service Definitions8
 - Payment Scheduling8
 - Payment Authorization and Remittance8
 - Payment Methods9
 - Payment Cancellation Requests9
 - Stop Payment Requests9
 - Prohibited Payments.....9
 - Exception Payments9
 - e-bill Delivery and Presentment.....9
 - Expedited Bill Payment.....10
 - Exclusions of Warranties11
 - Password and Security11
 - Your Liability for Unauthorized Transfers and Payments11
 - Errors and Questions.....11
 - Disclosure of Account Information to Third Parties12
 - Service Fees and Additional Charges12
 - Failed or Returned Transactions12
 - Alterations and Amendments12
 - Address of Banking Changes12
 - Service Termination, Cancellation, or Suspension.....13

Biller Information.....	13
Returned Payments.....	13
Information Authorization.....	13
Disputes.....	13
Assignment.....	13
No Waiver.....	13
Captions.....	13
Governing Law.....	14
Your Liability.....	14
In General.....	14
Electronic Fund Transfer Regulations For Consumers.....	14
Our Liability.....	14
Your Indemnification.....	15
Third Parties.....	15
General Provisions.....	15
Termination.....	15
Changes.....	15
Assignment.....	15
Notices.....	15
Disclosure of Information.....	16
Area of Service.....	16
Legal Process.....	16
Arbitration.....	16
Venue.....	17
Governing Law.....	17
Fees.....	17

What this Agreement Covers

The Online Banking Terms and Conditions (the Agreement) and the Online Bill Pay Agreement governs your use of the Available Services. In this Agreement we will use the term " Online Banking" to refer to both Online Banking and Online Bill Pay. 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.

Your Accounts will continue to be subject to the agreements otherwise governing them, except where it is noted in this Agreement. Joint Account Owners have the right to any information or to make any request associated with their Account. Please refer to your Bremer Personal Account Agreement for more information. Additionally, each Account and Available Service will be subject to the following:

- The terms or instructions appearing on a screen when using an Available Service;
- Bremer Bank rules, procedures and policies applicable to each Account and each Available Service;
- The rules and regulations of any funds transfer or bill payment system used in connection with Online Banking; and
- Applicable state and federal laws and regulations.

You may use Online Banking to access your Accounts and Available Services through the Internet. You may also use Online Banking to access Online Bill Pay, our bill payment service.

Terms Used In This Agreement

"We," "us," "our", and "Bremer" refer to the Bremer Bank, National Association, located in Minnesota, North Dakota or Wisconsin, which maintains your Bremer Account(s) and provides you services pursuant to this Agreement.

"You" or "your" refers to the owner of or authorized signer on a Bremer Consumer Account or your Authorized Representative.

"Account" refers to any Consumer deposit or loan Account maintained at a Bremer Bank.

"Consumer" refers to a natural person who owns a Bremer Account with respect to which an Online Banking Service is requested, primarily for personal, family or household purposes.

"Authorized Representative" refers to a person with authority of any kind with respect to an Online Banking Account or an Online Banking or Bill Pay Transaction .

"Available Service" refers to any Consumer Account or service, which can be accessed through Online Banking, or Online Bill Pay.

Accepting This Agreement

You understand that by using Online Banking you have agreed to the terms and conditions of this Agreement and that no written signature by you is required on this Agreement. Checking "I have read and agree to the Online Banking Terms and Conditions" at enrollment or login constitutes your acceptance of this Agreement. You agree to use Online Banking solely as provided in this Agreement and the applicable online instructions. When any transfer, payment or Available Service generates items to be charged to your Account, you agree that we may debit your Account without requiring your signature on the item and without prior notice to you.

Changes in Terms/Fees

We may change the Online Banking Available Services and these Terms and Conditions, including fees, set forth in this Agreement at any time. We will notify you of any such change, as required by applicable law, either by mail, email or by an electronic message in the View Messages area of Customer Service. You understand that by continuing use of Online Banking after a change becomes effective, you have agreed to it.

Access to Online Banking

You may access Online Banking and your Accounts to check balances, transfer funds, make loan payments, view transaction history, check images and account statements, and pay bills. To access your Bremer Accounts or use Online Bill Pay you must have a User ID and Password and the required hardware and software. You are solely responsible for having the required hardware and software and for securing your session with your Internet service provider. In addition, you will be required to comply with various security protocol in use with the Online Banking service. You will generally be able to access your Accounts seven days a week, 24 hours a day, except during maintenance periods. A transfer requested through Online Banking before the transfer cut-off time on a business day will generally be posted to your Account the same day.

Login and Security

You must use a confidential User ID and Password to access Online Banking. During your first session, you will be required to create a unique User ID, and Password. Going forward, you can change your Online Banking User ID and Password online at any time. We recommend that you change your password regularly.

Online Banking provides an additional level of security in situations where the system detects an activity or event that may need additional verification. In these situations, you will be prompted to use a security code delivered to you by phone or text message., Your User ID and Password (and or one-time code, if applicable) allow you secure access to Online Banking. You are responsible for all transactions and other activities that occur or are undertaken using your User ID and Password including those transactions and activities that may be conducted by anyone other than you logging in to Online Banking with your credentials. You are responsible for keeping your User ID and Password confidential, not disclosing, information or codes to others, and for ensuring that you have logged out of Online Banking when your session is complete to prevent unauthorized persons from accessing your information. You agree that you will be the only user of your User ID and Password, and that you will not transfer or disclose any of this information to any other person, and that you will be responsible for all use of Online Banking and any fees associated with use of other services accessed through your account whether authorized by you or not. Use maximum caution in protecting your User ID, Password, and one-time security codes from disclosure to anyone else. If you share your User ID, Password and/or codes with people who are not owners on your Account, you are authorizing that person to act on your behalf and we may accept any instructions from that person regarding transfers, bill payments and/or other account transactions. 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 codes were used in conjunction with a particular transaction.

Contact us immediately at 800-908-BANK (2265) if you believe that your User ID, Password, or 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.

Cookies

In order to help provide better service and to help address security risks, Bremer will occasionally use a "cookie." A cookie is a small piece of information that a website stores on your computer and can later be retrieved. The cookie used by Bremer cannot be read by a web site and does not contain information that will enable anyone to contact you via telephone, e-mail or regular mail. Bremer uses cookies for administrative purposes. Most cookies last only through a single session or visit. You can set up your web browser to inform you when cookies are set or to prevent cookies from being set; however, cookies are necessary to the operation of Online Banking.

Providing Personal Information

You agree to provide true, accurate, current and complete information about yourself as requested, and you agree to not misrepresent your identity.

No Illegal Use of Online Banking

You agree not to use Online Banking to conduct any business or activity or solicit the performance of any activity, which is prohibited by law or any contractual provision by which you are bound. You agree to comply with all applicable laws, rules and regulations in connection with Online Banking. You acknowledge that you are aware that certain services of Online Banking or of other parties that may be accessible through Online Banking may contain material that is unsuitable for minors (person under 18 years of age), and you certify that you are 18 years of age or older or otherwise able to lawfully enter into contracts under applicable law and able to provide personal information via the internet.

Because normal Internet email transmissions may not be secure, you agree to contact us electronically by using the Contact Us link found in the Customer Service menu and at the top of the each page within Online Banking.. You also agree to receive communications regarding your account electronically and will not attempt to circumvent receiving any messages. You are deemed to have received any electronic messages sent to you when they are made available to you in the View Messages feature within the Customer Service menu. You may print a copy of such communications using the "print" function of your browser, or you may request that Bremer mail you a paper copy of such communication by contacting Bremer Phone Bank at 800-908-BANK (2265).

Online Banking Service

Available Services

By accessing Online Banking, you may obtain such products and services as are then described on Bremer.com including obtaining balance information, reviewing transaction activity, viewing checks that have been paid from your Accounts, transferring funds between your Accounts, sending and receiving secure messages and paying your bills.

Transaction Information

Through Online Banking you will see balances and transaction activity that includes transactions that are current through the close of business of the preceding business day and transactions that have affected your account through the course of the current day's business.

Linked Accounts

All Bremer Bank Accounts for which you have appropriate rights may be linked automatically by means of your name or tax ID number. Each owner and Authorized Representative will be able to access, view and conduct transactions in all of the linked Accounts.

Accounts Accessible by More than One Person

If your Account(s) is owned by more than one person or is accessible by one or more Authorized Representatives, each owner or Authorized Representative may individually access the Account(s) in Online Banking. Each owner or Authorized Representative is required to enroll and create a unique User ID and Password. The terms of this Agreement will apply to each person.

If you have requested that we add an Authorized Representative to your Account, that individual is authorized on such terms, conditions and agreements as we may from time to time require to:

Enter into this Agreement, as amended from time to time;

Access each Account of yours in any manner and for any purpose available to you now or at some time in the future; and

Use any Online Banking service, in any manner and for any purpose now available or available at some time in the future.

Business Days

Our business days ("Business Days") are Monday through Friday, except bank holidays. Each business day closes at 6:00 p.m. CT. In general, transactions made after 6:00 p.m. CT will be processed on the next business day.

Transfer Processing

Transfers between your Bremer Bank Accounts can be initiated through Online Banking every day, 24 hours a day, seven days a week, except during maintenance periods. Transfers scheduled for weekends, holidays or after 10:00 p.m. CT will be processed on the next business day.

External Transfers

External Transfer is a feature that Bremer Bank offers so you can transact between your Bremer Bank checking, savings or money market accounts and an account that you are the owner of at another financial institution. You may transfer in and out of your checking, savings and money market accounts from other financial institutions, and transfer to external loan accounts.

To ensure you are the rightful owner and have proper access to an external account, we employ a registration process for each newly added account. You may set up accounts at any time by entering the routing number for the financial institution and the account number for the account. A set of small dollar transactions will be sent to your external account within 1-3 business days. You must review the account, find the set of small dollar transactions and enter them within the Online Banking service from Bremer Bank. After this is completed successfully you can transact between your accounts at will. You may delete an external account at any time by contacting Bremer Phone Bank at 800-908-BANK (2265).

You may schedule one-time External Transfers or establish a recurring transfer with the frequency of your choice. External Transfers scheduled after 6:00 p.m. CT or on weekends or holidays will be processed on the next business day. International transfers are not supported.

External Transfers: Transaction Limits and Funds Availability

Through May 31, 2016, outbound transfers are limited to \$10,000 per transfer and a maximum of \$100,000 per day, and inbound transfers are limited to \$10,000 per transfer and a maximum of \$100,000 per day. Beginning June 1, 2016, outbound transfers are limited to \$10,000 per transfer and a maximum of \$50,000 per day, and inbound transfers are limited to \$10,000 per transfer and a maximum of \$50,000 per day.

For outbound transfers, funds will be available generally the third Business Day from when the transfer is requested; the receiving institution may have a longer availability timeframe. For inbound transfers, funds will be held for two (2) full Business Days after the date of the transfer request. Funds will be available on the third Business Day after date of transfer request. For new accounts, funds from an external transfer will be held for five (5) Business Days after the date of the transfer request and will be available the 6th Business Day after the date of the transfer request.

External transfers may carry a transaction fee. For transfer out of Bremer Bank, your account will be charged \$2. For transfers into your Bremer Bank accounts, there is no fee.

We will process external transfers on your behalf by means of the Automated Clearing House network pursuant to this Agreement and the rules of the National Automated Clearing House Association (NACHA). We can reject an external transfer if it is not in compliance with the NACHA rules. Under NACHA rules, any credit to your Bremer Bank account or your account at another financial institution shall be provisional until such credit has been finally settled by us or by the third party financial institution holding your account. You acknowledge that you have received notice of this requirement and of the fact that if we do not receive final settlement for an external transfer for any reason, we shall charge back the amount of such transfer from the account being debited or the account being credited, as applicable, or any other of your accounts or claim a refund from you.

You agree that you are authorized to initiate every inbound or outbound transfer you request in the amount requested. You also agree that you have the authority to transact from your Bremer and non-Bremer accounts at all relevant times including at the time you set up the transfer and at the time that we initiate the debit or credit to your Bremer Bank account.

You agree that you will have sufficient funds available in the designated Bremer Bank account to cover your payment and any associated processing fees. In the event that there are not sufficient funds available in your deposit account to cover your payment obligation, you agree that we may offset, without prior notice or demand, any account held by you to the extent permitted by law. If the deposit account does not have sufficient available funds on the scheduled date, we may elect not to initiate one or more of the transfers. If we do elect to initiate the transfer, it may cause an overdraft in your account in which case you shall be liable for the overdraft and any overdraft fees, as set forth in the Bremer Personal Account Agreement.

You are solely responsible for the accuracy and completeness of external transfer instructions provided to us. We are not responsible for any errors in the External Transfer instructions or requests for cancellation or change to instructions provided by you.

You agree that if an external transfer request describes the receiver inconsistently by name and account number, payment of the external transfer may be made on the basis of the account number even if it identifies a person different from the named receiver.

Alerts Service

The Alerts service allows Online Banking users to request and receive email or text messages about their Bremer Bank Accounts when certain events occur. When the alert event you have subscribed to occurs, an alert will be sent to the email address(es) or mobile phone number as designated in your subscription for that alert. Alerts are not intended to replace your account statement, use of Online Banking, or any other communications we may provide to you regarding your account(s).

You may sign up for Alerts in Online Banking within the *Customer Service* menu, and choosing *Manage alerts*. You may choose the type of Alert you would like to receive, the account(s) to which the Alerts will relate, and the email address(es) and/or mobile phone number(s) to be subscribed to the Alert. You also agree to update your email address(es) and phone number(s) with Bremer Bank to ensure continued delivery of Alerts. You may edit or delete any of your contact information at any time.

You understand and agree that receipt of each Alert may be delayed, or prevented by factors affecting your Internet service provider(s), phone operator(s), and such other relevant entities ("Third Party Service Providers"). You are responsible for and must provide all equipment, software, and services necessary to receive email and text message Alerts from the Service. Alerts will not contain confidential information about you or your accounts and will not be encrypted. You also understand and agree that Alerts will not be sent on a real time basis, but will rather be sent at the next scheduled delivery time after the specified event occurs. We reserve the right to change the frequency or timing of Alerts, at any time and from time to time.

We neither guarantee the delivery nor the accuracy of the contents of any Alert. We will not be liable for losses or damages arising from (a) non-delivery, delayed delivery, or mis-delivery of an Alert; (b) inaccurate content in an Alert; or (c) your use or reliance on the contents of any Alert for any purchases or any other reason.

Text Message Use for Online Banking

Your wireless carrier's standard messaging rates apply to your entry or submission message, our confirmation and all subsequent text message (or SMS) correspondence. We do not charge for any content; however, downloadable content may incur additional charges from your wireless carrier. Please contact your wireless carrier for information about your messaging plan. Your carrier may impose message or charge limitations on your account that are outside of our control. All charges are billed by and payable to your wireless carrier.

- **The wireless carriers are not liable for delayed or undelivered messages.**
- **One text message per query.**
- **Message and Data Rates May Apply.**

By subscribing, you consent to receiving up to 90 text messages per day, including text messages from us which may include offers from us, our affiliates and partners. You can unsubscribe at any time from all services by sending **STOP** to **322654**. Message and data rates may apply.

You represent that you are the owner, or authorized user of the wireless device you use to subscribe to the service, and that you are authorized to approve the applicable charges.

We will not be liable for any delays or failures in your receipt of any text messages as delivery is subject to effective transmission from your network operator and processing by your mobile device. SMS message services are provided on an AS IS, AS AVAILABLE basis.

Data obtained from you in connection with this text messaging service may include your mobile phone number, your carrier's name, and the date, time and content of your messages and other information that you 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 service. Your wireless carrier and other service providers may also collect data from your SMS usage, and their practices are governed by their own policies. We will only use the information you provide to the service to transmit your text message or as otherwise described in this document. 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 information in connection with the service, you agree to provide accurate, complete, and true information.

The service as well as the content and materials received through the service are proprietary to us and our licensors, and are for your personal, non-commercial use only. You shall not damage, impair, interfere with or disrupt the service or its functionality.

The service is available only in the United States.

We reserve the right to alter charges and/or these terms and conditions from time to time. We may suspend or terminate the service to you if we believe you are in breach of our terms and conditions. Your service is also subject to termination in the event your wireless service terminates or lapses. We may discontinue the service at any time.

If you have any questions, send us a secure message or call Bremer Phone Bank at 800-908-BANK (2265). You can also text the word **HELP** to **322654** to get additional information about the service.

Secure Messages

One way of communicating with us is by using the *Contact Us* feature within Online Banking. While you are logged in to Online Banking you may go to the *Customer Service* menu and select *Contact Us* to ask questions about your account(s), inquire about certain transactions, or provide comments on the Service. To protect the security of your Account information, we recommend that you use *Contact Us* when asking specific questions about your Account(s) or transactions, and refrain from sending us email containing sensitive account or personal information. *Contact Us* may not be used to initiate transactions on your Accounts. For transactions, please use the appropriate functions within Online Banking or call 800-908-BANK (2265).

Account Statements and Downloads

When you enroll for Online Banking, you will continue to receive your regular bank statements for all of your Accounts. You are encouraged to eliminate your paper statement by signing up for Online Statements within Online Banking. You may also download transaction information for your accounts into your personal financial management software by following on-screen instructions for Downloading Account Activity. You generally can download all of the transaction history that is available on your account activity pages.

Online Bill Pay Service

Service Definitions

"Service" means the bill payment service offered by Bremer Financial Services through our designated service provider.

"Agreement" means these terms and conditions of the bill payment service.

"Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Payment Due Date).

"Payment Account" is the checking account from which bill payments will be debited.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Payment Due Date" is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited for electronic payments, unless the Due Date falls on a non-Business Day in which case it will be considered to be the previous Business Day. Payments that are paid with a mailed check will arrive on the Payment Due Date and will be debited from your account when the merchant deposits the check.

"Due Date" is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

Payment Scheduling

The earliest possible Payment Due Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. When scheduling payments you must select a Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the bill Due Date falls on a non-Business Day, you must select a Payment Due Date that is at least one (1) Business Day before the actual Due Date. Payment Due Dates must be prior to any late date or grace period.

Payment Authorization and Remittance

By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Payment Due Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

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

Payment Methods

The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a direct check payment. (Funds remitted to the Biller are deducted from your Payment Account when the direct check drawn on your account is deposited by the merchant and presented to Bremer Bank for payment).

Payment Cancellation Requests

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted through Bremer Phone Bank at 800-908-BANK (2265).

Stop Payment Requests

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Bremer Phone Bank at 800-908-BANK (2265). Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current fee for such service as set out in the applicable fee schedule.

Prohibited Payments

Payments to Billers outside of the United States or its territories are prohibited through the Service. In addition, payments that violate any law, statute, ordinance or regulation, and any payments related to illegal gambling, illegal gaming and/or any other illegal activity, are prohibited through the Service.

Exception Payments

"Exception Payments" means payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including without limitation stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property), tax payments and court ordered payments. Exception Payments may be scheduled through the Service, however Exception Payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of Exception Payments. The Service has no obligation to research or resolve any claim resulting from an Exception Payment; all research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

e-bill Delivery and Presentment

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Biller - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

Activation - Upon activation of the e-bill feature the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

Authorization to obtain bill data - Your activation of the e-bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an email notification to the email address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

Cancellation of e-bill notification - The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of e-bill(s) - You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

Accuracy and dispute of e-bills - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

Expedited Bill Payment

You may schedule bill payments for the next business day by selecting Expedited Payment within the Make Payments menu.

Expedited bill payments must be scheduled before 6:45 p.m. CT on a Business Day. Payments initiated after this time or initiated on a non-Business Day will be processed on the next Business Day.

There is a fee for Expedited bill payments depending on how the bill payment is made. While most payments can be made via electronic transfer, some payments are completed by a check and mailed overnight. You will be notified of the delivery method as you schedule the payment. Electronic delivery will not be an available option if you are making a payment to a payee for whom electronic delivery is not available or if mailing a check is as expedient as electronic delivery. For payments made by overnight check, you must provide an accurate mailing address for your payee. Overnight checks can only be sent to a valid street address in the continental United States (the contiguous 48 states and the District of Columbia). Overnight checks cannot be mailed to any type of post office box. The fees for expedited bill payment are as follows:

- Expedited Payment by electronic transfer: \$9.95 per bill payment
- Expedited Payment by overnight check: \$15.95 per bill payment

If you initiate an expedited bill payment you must have sufficient funds in your account at the time you initiate the payment. Your requested bill payment will be processed immediately and your deposit account balance will be reduced and reflect the debit for your requested bill payment. The fee associated with the expedited bill payment will be debited from your deposit account as well. You will be notified by e-mail alert whether your payment was made successfully. If your account is not in good standing or there are insufficient funds in your account to process both the requested expedited payment and the associated fee, the payment will not be processed. You will be notified by email alert that the payment was not made successfully.

Exclusions of Warranties

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Password and Security

You agree not to give or make available your User ID, Password, or one-time codes or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your login credentials or other means to access your account have been lost or stolen or that someone may attempt to use the Service without your consent or has made bill payments without your permission, you must notify the Bremer Phone Bank at once by calling 800-908-BANK (2265) during normal business hours.

Your Liability for Unauthorized Transfers and Payments

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If extenuating circumstances, such as a long trip or a hospital stay, prevented you from notifying us, we may extend the period.

For more information, please refer to the Electronic Funds Transfers section of the [Bremer Personal Account Agreement](#).

Errors and Questions

In case of errors or questions about your transactions, you should as soon as possible notify us via one of the following:

1. Telephone us at 800-908-BANK (2265),
2. Contact us by using the application's secure message feature; and/or,
3. Write us at: Bremer Phone Bank, c/o Bremer Service Center, 8555 Eagle Point Blvd, Lake Elmo MN 55042, or
4. Email us at contactus@bremer.com

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

- 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 inquiry 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.

Disclosure of Account Information to Third Parties

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 a governmental agency or court orders; or,
6. If you give us your written permission.

Service Fees and Additional Charges

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

Failed or Returned Transactions

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
3. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
4. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,
5. The Service is authorized to report the facts concerning the return to any credit reporting agency.

Alterations and Amendments

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

Address of Banking Changes

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Bremer Phone Bank at 800-908-BANK (2265). All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

Service Termination, Cancellation, or Suspension

In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact customer service via one of the following:

- Telephone us at 800-908-BANK (2265),
- Write us at: Bremer Phone Bank, c/o Bremer Service Center, 8555 Eagle Point Boulevard, Lake Elmo MN 55042

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Billor Information

The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

Returned Payments

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service.

Information Authorization

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or from your financial institutions (for example, to resolve payment posting problems or for verification).

Disputes

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

Assignment

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

No Waiver

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

Captions

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

Your Liability

In General

You authorize us to credit or charge your Accounts for all payments and transfers initiated through Online Banking under your User ID and Password. You are liable for all of these transactions and for all unauthorized transactions to the extent permitted by applicable state and federal law.

Electronic Fund Transfer Regulations For Consumers

Online Banking enables you to transfer funds between your Bremer Accounts and accounts you register from other Financial Institutions. The Electronic Funds Transfer Act provides you with certain rights and responsibilities with respect to certain of these transfers called "Electronic Funds Transfers" ("EFT") which apply only to electronic fund transfers that debit or credit a consumer's checking, savings or other asset account. Your Rights and Responsibilities are fully described in our Electronic Fund Transfers disclosures that have been separately provided to you within the Bremer [Personal Account Agreement](#).

Our Liability

Our liability to you is explained in any agreements, notices, and disclosures that we separately provide to you from time to time regarding your Accounts and your use of Online Banking. This section explains our liability to you only to the extent that our liability has not been separately disclosed to you by any of these agreements, notices, or disclosures. Under no circumstances will we have any liability to you for failing to provide you access to Online Banking. Furthermore, unless otherwise required by applicable law, we will only be responsible for performing the Available Services as expressly stated in this Agreement, and will only be liable for material losses incurred by you to the extent such losses directly result from our gross negligence or intentional misconduct in performing the Services.

IN NO EVENT WILL WE HAVE LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHETHER OR NOT ANY CLAIM FOR SUCH DAMAGES IS BASED ON TORT OR CONTRACT OR WE KNEW OR SHOULD HAVE KNOWN THE LIKELIHOOD OF SUCH DAMAGES IN ANY CIRCUMSTANCES.

We will not be obligated to honor, in whole or in part, any transaction or instruction which:

- is not in accordance with any term or condition applicable to the relevant Available Service;
- we have reason to believe may not be authorized by you or any third person whose authorization we believe is necessary or involves funds subject to a hold, dispute, restriction or legal process we believe prevents their withdrawal;
- would violate any applicable provision of any risk control program of the Federal Reserve or any applicable rule or regulation of any other federal or state regulatory authority;
- is not in accordance with any other requirement of our applicable policies, procedures or practices; or
- we have reasonable cause not to honor for our or your protection.

Your Indemnification

Except to the extent that we are liable under the terms of this Agreement or an agreement that otherwise governs your Account, if you are an owner of an Account accessed through Bremer Online Banking, you agree to indemnify and hold us, our directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments and expenses arising out of or in any way connected with your Account or the performance of an Available Service. This indemnification is provided without regard to whether our claim for indemnification is due to the use of Bremer Online Banking by you or your Authorized Representative.

Third Parties

Except as specifically provided in this Agreement or where applicable law requires a different result, neither we nor our service providers or other agents will be liable for any loss or liability resulting in whole or in part from any act or failure to act of your equipment or software, or that of an Internet browser provider such as Microsoft (Internet Explorer browser), by an Internet access/service provider, by a wireless service provider, by an online service provider or by an agent or subcontractor of any of them, nor will we or our service providers or other agents be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of your access to or use of, or failure to obtain access to Online Financial Services through Online Banking.

General Provisions

Termination

Unless otherwise required by applicable law, Bremer may terminate this Agreement and/or your access to Online Banking, in whole or in part, at any time. Access through Online Banking, in whole or in part, may be reinstated by us, at our discretion, at any time. If reinstated, the then current Terms and Conditions of this Agreement will control. You may request reinstatement by calling Bremer Phone Bank at 800-908-BANK (2265). If you do not access your Accounts via Online Banking for any three (3) month period, we may terminate your Service, including Online Bill Pay. If you wish to cancel any of your Available Services, contact Bremer Phone Bank at 800-908-BANK (2265) or send us cancellation instructions in writing to Bremer Phone Bank, Bremer Service Center; 8555 Eagle Point Blvd., PO Box 1000, Lake Elmo, MN 55042.

Changes

Except as otherwise required by law, rule, or regulation, we may change the terms of this Agreement from time to time and at any time. When changes are made we will update this Agreement at Bremer.com. Bremer.com will be updated on the effective date, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated at an earlier time. If such a change is made, and it can't be disclosed without jeopardizing the security of the system, this Agreement will be updated within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing use of any Available Service. Changes to fees or terms applicable to eligible Accounts are governed by the agreement otherwise governing your Account.

Assignment

We may assign our rights and delegate our duties under this Agreement to a company affiliated with us or to any other party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

Notices

UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW, IN THE EVENT THAT WE ARE REQUIRED TO PROVIDE A NOTICE OR OTHER COMMUNICATION TO YOU IN WRITING, THAT NOTICE OR OTHER COMMUNICATION MAY BE SENT TO YOU ELECTRONICALLY TO YOUR INTERNET EMAIL ADDRESS AS REFLECTED IN OUR THEN CURRENT RECORDS.

Disclosure of Information

The circumstances under which we will disclose information about you, or your Accounts is set forth in the information that has been separately disclosed to you in the contracts, notices, and disclosures that have been separately provided to you, and in accordance with our Privacy Policy which has been separately provided to you and is available at Bremer.com.

Area of Service

Online Banking from Bremer Bank is available through Bremer. Banking services are generally available only to residents of Minnesota, North Dakota and Wisconsin and are solely offered to citizens and lawful residents of the United States of America.

Legal Process

If we are served with any notice of lien, attachment, levy, garnishment or other legal process relating to you or your Account, we are authorized without notice to you or any joint Account owner, except where required by law, to withhold the withdrawal or payment of so much of the funds in your Bremer Account that may be the subject of such notice or legal process. We may disburse such amount out of your Account to a court or to such persons as applicable state or federal law either requires or permits because of such powers. We have no liability to you for such withholding or disbursements or for refusal by us to permit withdrawals or payment against your Account because of a court order or other legal process including the return by us of items presented against your Account as unpaid that otherwise would be paid. Any lien, attachment, levy, or garnishment against your Account is subject to our right of set-off as provided in the Agreement unless prohibited by law. You agree to pay our costs and expenses for complying with such legal process, including legal costs and attorneys fees, costs of research and copying and administrative fees.

Arbitration

Any claim or dispute ("Claim") by either you or us against the other, relating in any way to this Agreement or any prior Agreement between you and us shall be resolved by binding arbitration. This applies to all Claims whether under a statute, in contract, tort, or otherwise and whether for money damages, penalties or declaratory or equitable relief, including Claims regarding the applicability of this Arbitration Agreement or the validity of the entire Agreement or any prior Agreement.

The American Arbitration Association will conduct the arbitration, using the Commercial Arbitration Rules in effect at the time the Claim is filed. You can obtain rules and forms and file Claims at any American Arbitration Association office or 700 Pillsbury Center, 200 South Sixth Street, Minneapolis, Minnesota 55042-1092. At your written request, we will advance any arbitration filing fee or administrative and hearing fees that you must pay to pursue a Claim in arbitration. The arbitrator will decide who will be ultimately responsible for paying those fees. In no event will you be required to reimburse us for any arbitration filing, administrative or hearing fees in an amount greater than what your court costs would have been if the Claim had been resolved in a state court with jurisdiction. Any arbitration hearing at which you appear will take place within the federal judicial district that includes your billing address at the time the Claim is filed. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16 ("FAA"). Judgment upon any arbitration award may be entered in any court having jurisdiction. If any party requests, the arbitrator shall write an opinion containing the reasons for the award.

There will be no jury for any Claim submitted to arbitration. This Arbitration Agreement applies to all Claims now in existence or that may arise in the future. This Arbitration Agreement will survive the termination of your account with us.

The place of the arbitration will be St. Paul, Minnesota.

For the purposes of this Arbitration Agreement, "we" and "us" means Bremer Bank, its parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns, and all of their officers, directors, employees, agents and assigns or any and all of them. Also, for the purpose of this Arbitration Agreement, "you" or "yours" shall mean all persons or entities contractually obligated on the account and all authorized users of the account.

If any part of this Arbitration Agreement is found to be invalid or unenforceable under any law or statute consistent with the FAA, the remainder of this Arbitration Agreement shall be enforceable without regard to such invalidity or unenforceability.

THE RESULT- OF THIS ARBITRATION AGREEMENT IS THAT CLAIMS CANNOT BE LITIGATED IN COURT, INCLUDING SOME CLAIMS THAT COULD HAVE BEEN TRIED BEFORE A JURY.

Venue

Any action at law, suit in equity or other judicial proceeding for any Claim that cannot be resolved by arbitration, or otherwise, the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the city of St. Paul and the State of Minnesota.

Governing Law

This Agreement will be governed by, construed and enforced in accordance with federal law and the laws of the state that govern and are applicable to your Account.

Fees

There are no monthly fees for accessing Bremer Online Banking. Fees separately disclosed to you in connection with your Accounts or disclosed during certain transactions apply when using Bremer Online Banking. Other fees may be assessed and billed separately by your Internet and/or wireless service provider. The fees that have been separately disclosed to you in connection with your Account(s) will continue to apply to those Account(s).