



Mobile Banking Terms & Conditions

END USER TERMS

This service is provided to you by Bremer Bank, National Association ("Bremer Bank", "we", "us") 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.

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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 any time. In case of questions please contact customer service at contactus@bremer.com or call 800-908-2265.

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 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. You must provide source indication in any messages you send (e.g., mobile telephone number, "From" field in text messages, etc)

Definitions

"Mobile Banking" means a service that allows you to use a Mobile Device to access Bremer Bank's Online Banking service.

"Mobile Device" means a portable, wireless, handheld computing device. The Mobile Device will have text messaging capabilities and/or is Internet (Web) enabled.

"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.

General Provisions

1. To enroll in Mobile Banking, Text Messaging and to use the Mobile Deposit Service and Zelle, 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 use Mobile Deposit Service and Zelle. You may review the Bremer Bank Online Banking Terms and Conditions by visiting Bremer.com/terms
2. Minimum Hardware and Software Requirements. In order to use the Mobile Banking, you must obtain and maintain, at your expense, compatible hardware and software including but not limited to Internet service.
3. 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.
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.
5. 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. 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

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. 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 delivery of content, or for any actions taken because of your reliance of this information.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.

Mobile Deposit Service

1. The Mobile 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 Mobile 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 Deposit Service;
- b. to implement and maintain Mobile Device security measures, including but not limited to using strong passwords and ensuring your Mobile Device has updated security software
- c. to keep your email address updated within Online Banking;
- d. to properly endorse all items using the Mobile Deposit Service as stated in Section 6 below;
- e. not to deposit items into your account unless you have authority to do so;
- f. that you will not redeposit, otherwise transfer or negotiate the original item after you submit an item for deposit using the Mobile Deposit Service;
- 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 Deposit Service.

3. Restrictions and Limitations. You agree not to use the Mobile Deposit Service to deposit any of the following Items:

- a. Items payable to any person or entity other than the account owner(s);
- 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 money order, travelers check, official check, foreign dollar check, items originally payable to someone other than the account owner.
- e. Other 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
5 Business Day Limit Maximum cumulative amount a depositor may deposit over the course of a defined multi-day period	\$25,000
5 Business Day Limit Count Maximum number of deposits a depositor can make over the course of a defined multi-day period	100

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 that it is a valid email address at which to contact you. 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 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. You authorize us to convert or transmit them as images. 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 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.'

7. Receipt of Deposit and Processing Time. 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 received before 6:00 p.m. CT on a Business Day, will be treated as deposited on that Business Day. Items received 6:00 p.m. CT or after or on a non Business Day, will be treated as deposited on the next Business Day. Once items have been received through the Mobile Deposit Service, they are subject to our Funds Availability Policy. Please refer to your Personal Account Agreement for 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. Errors. You agree to promptly review each account statement and notify us of any errors. All deposits made through the Mobile 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.

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.

SECTION C

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 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. You agree that you will not authorize a third party to use the Service or share your credentials with a third party to use the Service on your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney.

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)

You authorize each Network Bank to use the email addresses, U.S. mobile phone numbers, and Zelle® tag that are associated with you to process and route transactions initiated through the Service to and from your bank accounts you have enrolled with the Service.

In particular, if you:

- receive notice of a transaction via any email address or via text message at any mobile phone number, and
- authorize or accept completion of the transaction, then

you are also authorizing all Network Banks and Zelle® to associate that email address, mobile phone number, or Zelle® tag, with you and with your bank accounts.

You agree that we may provide information about you to:

- any User you contact or attempt to contact, communicate or attempt to communicate with, send or attempt to send funds to, or receive or attempt to receive funds from, using the Service, and
- any User's Network Bank, Zelle®, or any other person engaged in processing, facilitating, or delivering transactions initiated through the Service to which you are a party.

The information we provide may include your name (first and last name), address, mobile phone number, email address, your Zelle® QR Code, your Zelle® tag, and/or any other enrolled alias of yours. You irrevocably waive any provision of our Bremer Privacy Statement and Online Privacy Policy, which would prevent us from providing this information in connection with any transaction through the Service to which you are a party.

4. Privacy and Information Security

We make security and the protection of your information a top priority. You can access our Online Privacy Policy, by visiting [Bremer.com/privacy](https://bremer.com/privacy), which is incorporated into and made a part of this Bremer Bank Zelle Addendum by this reference.

5. Wireless Operator Data

We or 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 disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, Mobile Device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, to our third party service provider, 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.

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. 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."
- c. If at any time while you are enrolled, you do not send or receive money using the Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Service until you enroll again.
- d. Once enrolled, a Z logo will appear on your profile picture for each U.S. mobile number and/or email address that you have enrolled with Zelle. The Z logo will be displayed to other Users to aid them in determining which of your U.S mobile numbers or email addresses should be used to send money with Zelle. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll with Zelle.

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:

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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.
- v. 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.

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

Please refer to our Personal Account Agreement by visiting [Bremer.com/terms](https://www.bremer.com/terms) for additional information regarding your rights and responsibility, consumer liability, unauthorized transfer, error resolution, and other terms and conditions that are not defined in this Bremer Bank Zelle Addendum.

15. 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. You understand and agree that we have no control over the actions of other persons, or of other financial institutions (including other person'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 person does not enroll in or register with the transfer service; or,
- the receiving person 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 another person 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 person or from a person's Financial Institution to block your attempts to use the transfer service to initiate transfer transactions with that member or customers of that institution.

16. Fees

We do not charge a fee for using the Service. 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.

17. 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 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 Terms and Conditions by visiting Bremer.com/terms.

18. Cancellation of the Service

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

- Telephone us at 800-908-2265,
- Write us at: Bremer Customer Support, c/o Bremer Service Center, 8555 Eagle Point Boulevard, PO Box 1000, Lake Elmo MN 55042

19. Right to Terminate Access

We reserve the right to discontinue the Zelle 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.

20. 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, INVULNERABLE TO CYBER ATTACK OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

21. 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).

22. 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.

23. Governing Law; Choice of Law; Severability

Please refer to our Personal Online Banking Terms and Conditions by visiting [Bremer.com/terms](https://www.bremer.com/terms).

24. 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.

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