BREMER BANK

Online Banking Terms & Conditions

February 1, 2021
This Online Banking Terms and Conditions Agreement (this "Agreement") is between Bremer Bank, National Association ("Bremer") and You. This 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 this Agreement. By using Online Banking, You are accepting these terms and conditions.

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What this Agreement Covers

This Agreement is subject to applicable federal laws and the laws of the state applicable to Bremer (except to the extent that this Agreement can and does vary such rules or laws).

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 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.

Terms Used In This Agreement

"We," "us,", "our", and "Bremer" refer to the Bremer Bank, National Association 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 Account or your Authorized Representative.

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

"Authorized Representative" refers to a person with authority with respect to an Online Banking Account or an Online Banking Transaction.

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

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 Available Services and this Agreement from time to time. We will notify you of any such change, as required by applicable law. You understand that by continuing use of Online Banking after a change becomes effective, you have agreed to it.

Access to Online Banking

To access your Bremer Accounts or use Available Services 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.

Login and Security

You must use a 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 one-time code, if applicable) allow you secure access to Online Banking. You are responsible for all transactions and 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 800-908-2265 if you believe that your User ID, Password, 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.

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, 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 your account 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 Customer Support at 800-908-2265. If you do not access your Accounts via Online Banking for any three (3) month period, we may terminate your Service, including Bill Pay. If you wish to cancel any of your Available Services, contact Bremer Customer Support at 800-908-2265 or send us cancellation instructions in writing to Bremer Customer Support, 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 notice be provided to you in advance of the change. 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 this Agreement otherwise governing your Account.

Assignment

You may not assign this Agreement to any other party. 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.

Governing Law and Venue
Except to the extent any particular term or provision of this Agreement is otherwise preempted by federal law or expressly controlled by the law of another state, the parties agree this Agreement shall be governed by and construed in accordance with the law of the state of Minnesota. Customer consents to the jurisdiction of the courts of the State of Minnesota, waives any argument that such a venue is inconvenient, and agrees to bring any litigation commenced by it in connection with this Agreement in the District Court of Ramsey County or the United States District Court for the District of Minnesota.

Online Banking Service

Available Services
By accessing Online Banking, you may obtain such products and services as are 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.

Business Days
Our business days ("Business Days") are Monday through Friday, except bank holidays. Each Business Day closes at 6:00 p.m. CT.

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.

Transfer Processing between Bremer accounts
Transfers between your Bremer 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 posted to your account on the next Business Day.

External Transfers
External Transfer is a feature that Bremer offers so you can transact between your Bremer 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 which may take up to 3 days to complete. You may set up accounts at any time, you are limited to 10 external transfer accounts. You may delete an external account at any time by contacting Bremer Customer Support at 800-908-2265.

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
For outbound transfers, funds availability will depend on the receiving institution funds availability timeframes. 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.

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 account or your account at another financial institution will 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 will 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 account.

You agree that you will have sufficient funds available in the designated Bremer 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 will 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.

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.

Alerts
Mandatory Alerts are required and are automatically set up to be sent to the primary email address when an event occurs, such as change to your online account access. You can change the delivery method of mandatory alerts if you have multiple email addresses or mobile phone but you cannot delete Mandatory Alerts. Service Alerts and Bill Payment Alerts both contain Mandatory Alerts

The Alerts service allows Online Banking users to request and receive email or text messages about their Bremer 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 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 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
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 text messages, including text messages from us which may include offers from us, our affiliates and partners. You can unsubscribe at any time by responding STOP to any message or by accessing *Manage Alerts* in online banking

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.

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 will 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 Customer Support at 800-908-2265. You can also text the word **HELP** to **322654** to get additional information about the service.

Secure Messages
Because email transmissions may not be secure, to protect the security of your Account(s), we require that you ask questions about your Account(s), inquire about certain transactions, or provide comments on the Service, by using the *Contact Us* feature within Online Banking. To do so, while you are logged in to Online Banking go to the *Customer Service* menu and select *Contact Us. Contact Us* may not be used to initiate transactions on your Accounts. To initiate transactions, please use the appropriate functions within Online Banking or call 800-908-2265.

You also agree to receive communications regarding your Account(s) via electronic messages and will not attempt to circumvent receiving any messages. You are deemed to have received any electronic message sent to you when it is 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 Customer Support at 800-908-2265.

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 Banking 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. The fees that have been separately disclosed to you in connection with your Account(s) will continue to apply to those Account(s).

Bill Pay Service

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

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

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

"Deliver By Date" is the day you want your Payee to receive your bill payment

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

Payment Scheduling
The earliest possible Deliver By Date will be designated within the application when you are scheduling the payment. This is typically 4 or fewer Business Days from the current date. We will issue the payment so that it should arrive on the Deliver By Date. The Service will reflect the payment status of “Completed” when the payment has been issued. A “Completed” status does not mean that the payment has been received or processed by the Payee since we cannot guarantee on time delivery of mailed checks due to issues outside of our control such as US Postal Service delays or delays in merchant processing.

Bill Payments made electronically will be delivered to your Payee and debited from your Account on the Deliver by Date, unless the Deliver by Date falls on a non-Business Day. When the Deliver by Date falls on a non-Business Day, we will deliver the payment and charge your account on the previous Business Day. Payments made with a paper check will be debited from your Account when the check is presented for payment by the Payee.

Payment Authorization and Remittance
By providing the Service with names and account information of Payees 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 Payee 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 Deliver by 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 Payee.

The Service will use its best efforts to make all your payments properly. However, the Service will 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 Service 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 Payee; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, U.S. Postal Service, merchant processing delays, pandemics 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 Payee which does not comply with your Payment Instructions, the Service will be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Payee 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 Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, one-time use card, or a direct check payment.

Payment Cancelation 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

Stop Payment Requests
The Service's ability to process a stop payment request will depend on the payment method and whether or not a payment has been presented for payment. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has begun processing. If you desire to stop any payment that has already begun processing, you must contact Bremer Customer Support at 800-908-2265. 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 fee schedule.

Prohibited Payments
Payments to Payees 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 will 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 Payees directly if you do not receive your bill from the Payee. 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 Payee - 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 Payee. Any changes will need to be made by contacting the Payee directly.
The Service may, at the request of the Payee, provide to the Payee your e-mail address, service address, or other data specifically requested by the Payee at the time of activating the electronic bill for that Payee, for purposes of the Payee informing you about Service and/or bill information.

Activation - Upon activation of the e-bill feature the Service may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee 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 Payee will be deemed by us to be your authorization for us to obtain bill data from the Payee on your behalf. For some Payees, you will be asked to provide us with your username and password for that Payee. 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 Payee to Payee. You are responsible for ensuring timely payment of all bills.

Cancellation of e-bill notification - The electronic Payee 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 Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. The Service will notify your electronic Payee(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 Payee 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 Payee 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 Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

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

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. Expedited payments will only be made available for Payees where electronic delivery is available. If you are making a payment to a Payee for whom electronic delivery is not available expedited bill payments will not be available. The current fee is set out in the fee schedule. You agree to pay such fees and authorize the Service to deduct the fee amount from the account in which you have scheduled the payments to be made.

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.

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. You will reimburse any fees imposed by your financial institution as a result of the return;
3. You will reimburse any fees it incurs in attempting to collect the amount of the return from you; and,
4. Bremer is authorized to report the facts concerning the return to any credit reporting agency.

Service Termination, Cancellation, or Suspension
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

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 will affect your liability or obligations under this Agreement.

Payee Information
The Service reserves the right to refuse to pay any Payee to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Payee 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 Payees and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Payee, 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. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Payee or from your financial institutions (for example, to resolve payment posting problems or for verification).

No Waiver
The Service will 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 will operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion will 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 will not control or affect the meaning or construction of any of the provisions of this Agreement.

THE FOREGOING WILL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT WILL 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.