

# Business

## Account Agreement

**BREMER**  
**BANK**

A DIVISION OF OLD NATIONAL BANK

## TABLE OF CONTENTS

### INTRODUCTION

|   |   |
|---|---|
| Agreement for business accounts .....         | 2 |
| Contact us .....                              | 3 |
| Identification notice (USA PATRIOT Act) ..... | 3 |
| Change in terms .....                         | 3 |
| Reporting agencies .....                      | 3 |

### ACCOUNT OWNERSHIP

|  |   |
|--|---|
| Authorized signers, disputes and conflicting demands ..... | 4 |
| Change of name, address, email or signers .....            | 5 |
| Power of attorney .....                                    | 5 |
| Transferability .....                                      | 5 |

### NOTIFICATIONS

|  |   |
|--|---|
| Statements .....                                 | 6 |
| Changes due to death, bankruptcy and other ..... | 7 |
| Closing your account .....                       | 7 |
| Notices .....                                    | 7 |

### ACCOUNT USAGE

|  |    |
|--|----|
| Funds availability policy .....                  | 8  |
| Longer funds availability delays may apply ..... | 9  |
| Pending transactions .....                       | 10 |
| Posting order of transactions .....              | 10 |
| Insufficient funds and overdrafts .....          | 11 |
| Returned deposits .....                          | 12 |
| No protest .....                                 | 12 |
| Our right to refuse payment .....                | 12 |
| Stopping payment on a check .....                | 13 |
| Minimum balances, service charges and fees ..... | 14 |
| Service charges and fees .....                   | 14 |
| Telebank transfers .....                         | 15 |
| Electronic and/or voicemail instructions .....   | 15 |
| Our right to require notice of withdrawal .....  | 15 |
| Inactive accounts .....                          | 15 |
| Adjustments and corrections .....                | 16 |
| Foreign currency .....                           | 16 |
| Deposit by mail .....                            | 16 |

### ADDITIONAL TERMS & CONDITIONS – CHECKING & SAVINGS

|   |    |
|---|----|
| Safeguarding your checks .....                  | 17 |
| Deposited or cashed checks .....                | 17 |
| Third Party Checks .....                        | 17 |
| Processing checks .....                         | 18 |
| Electronic instructions for paying checks ..... | 18 |
| Checks - legends .....                          | 18 |
| Endorsement standards .....                     | 18 |
| Checks post-dated and stale .....               | 19 |
| Using unreadable checks .....                   | 19 |
| Substitute checks and your rights .....         | 19 |
| Document images .....                           | 20 |
| Return of canceled checks .....                 | 21 |
| Encoding .....                                  | 21 |
| Checks sent for collection .....                | 21 |
| Payment of checks .....                         | 22 |

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

|   |    |
|---|----|
| Funds transfers - general .....               | 24 |
| Safeguarding your financial information ..... | 24 |
| Debit card transaction fraud prevention ..... | 24 |
| Online Banking .....                          | 25 |
| Electronic credits .....                      | 25 |
| Return of ACH debit entries .....             | 25 |
| Dollar limits on card transactions .....      | 26 |

### OTHER TERMS & CONDITIONS

|  |    |
|--|----|
| Privacy statement .....  | 27 |
| Bank's right to indemnification .....                            | 27 |
| Bank's waiver .....  | 27 |
| Governing Law and Jurisdiction .....                             | 27 |
| Telephone recording .....  | 27 |
| Legal process .....  | 27 |
| Blocked or restrained accounts .....                             | 28 |
| Set-off .....  | 28 |
| Liens .....  | 28 |
| Severability .....   | 28 |
| Disputes of conflicting demand .....                             | 28 |
| Attorney's fees, losses and expenses .....                       | 28 |
| Advisory against illegal use of Debit Card .....                 | 29 |
| Mastercard Zero Liability protection (card transactions only) .. | 29 |
| Additional limitations on liability .....                        | 30 |
| Contact in event of unauthorized transfer .....                  | 30 |
| Termination of Electronic Banking Privileges .....               | 30 |
| Business days .....  | 30 |
| Fraud Detection and Deterrence .....                             | 31 |

## INTRODUCTION

### Agreement for business accounts

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

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

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

By signing a signature card which includes electronic signatures (the document that, among other things, establishes account transaction authority), opening or continuing to hold an account with us, **you agree to the most recent version of this Business Account Agreement**, which is available to you at your local Bremer Bank, on [bremer.com](http://bremer.com), or by calling us at 800-908-2265. For those with a hearing or speech impairment, dial 711 to connect to the Telecommunications Relay Service (TRS).

If any terms of your signature card are inconsistent with the terms of this Agreement, the terms of this Agreement will control. If you have any questions, please call us at 800-908-2265. For those with a hearing or speech impairment, dial 711 to connect to the Telecommunications Relay Service (TRS).

This Agreement is subject to applicable federal laws and the laws of the state applicable to your Bremer Bank (except to the extent that this Agreement can and does vary such rules or laws). If there is a conflict between this Agreement and something said by one of our employees, we will follow this Agreement. You agree to this method of settling any differences. In this Agreement, “we,” “us,” “our,” and “ours” mean Bremer Bank, and “you,” “your,” and “yours” mean the corporation, partnership, sole proprietorship, unincorporated association, trust, estate or other business entity which has an account with us and any authorized representative for such a business entity.

Other agreements may apply to your situation if you have certain services with us. These other agreements work in tandem with this Agreement.

### Contact us

Bremer Bank is happy to assist you. You can contact us in one of the following ways:

Call our 24-hour Customer Support at 800-908-2265 (for those with a hearing or speech impairment, dial 711 to connect to the Telecommunications Relay Service (TRS)) or write us at Bremer Customer Support, Bremer Service Center, PO Box 1000, Lake Elmo, MN 55042.

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

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each business that opens an account. This means that when you open an account, we will ask for information about your business. We will also ask to see the government-issued photo identification, the Social Security number and/or other identifying documents for your authorized representative who is opening the account.

Information regarding beneficial owners of legal entities and individuals who control a legal entity will also be requested.

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

### Change in terms

We reserve the right to amend this Agreement at any time. You are bound by the terms of the most recent version of this Agreement. You will be notified of certain changes as required by law. The most recent version of this Agreement is maintained on [bremer.com](http://bremer.com) and at each of our branches. Copies of the changes will be available to you at our offices and on [bremer.com](http://bremer.com).

### Reporting agencies

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

We report account performance to reporting agencies.

**Notify us of inaccurate information we report to consumer reporting agencies.** Please notify us if we report any inaccurate information about your account(s) to a consumer reporting agency. Your written notice describing the specific inaccuracy(ies) should be sent to us at the following address: Bremer Customer Support, Bremer Service Center, PO Box 1000, Lake Elmo, MN 55042.

## ACCOUNT OWNERSHIP

### Authorized signers, disputes and conflicting demands

The authorized signers on your account are those noted on our Business Resolution and Account Agreement. Each authorized representative may act as designated by you on the Business Resolution and Account Agreement. Such action may include signing checks or transferring funds (including transactions with the Bremer Bank Debit Card), giving us instructions regarding the account, closing the account without notice to the other owners, establishing additional accounts in the same name or names and subject to the same signature requirements, and performing any online functions associated with your account. This means that you assume liability for the online actions of all persons to whom you grant access to your account. We may pay or cash any properly signed check drawn on your account without inquiry or investigation, even if the check is payable to cash, to us or to a person who signed it. We may also accept a properly-signed check for deposit into the personal account of an authorized representative or any other person. You are responsible for the actions of the individuals you designate as authorized signers on accounts, and you are responsible for informing authorized signers of the terms of this Agreement. We may, without incurring liability to you, continue to honor checks and instructions from any individual authorized to sign on your account at the time these checks or instructions were issued, even if the checks are presented to us for payment, or the instructions are to be acted on, after you notify us that the individual is no longer an authorized representative. This means that you must place a "stop payment" order on checks and cancel all instructions issued that you do not wish followed. In some cases, we may require you to close an account and to open a new one to prevent transactions from occurring. If a dispute arises over any person's authority to give us instructions concerning the account, we may require the signatures of all authorized signers on any checks and other instructions. We may also refuse to permit withdrawals from the account until we receive evidence satisfactory to us that the dispute over any person's authority to give us instructions has been resolved. If we do so, we may return checks presented for payment. However, we may, without liability to us, continue to honor checks and other instructions given to us by the individuals who appear as authorized signers according to our records. You agree that we will incur no liability to you for any delay or refusal to honor checks or other orders arising out of a dispute over ownership or control of your account.

### Change of name, address, email or signers

You agree to notify us promptly in writing of any change in your business name, address, email address, identity or authorized signers on your account, including those no longer authorized due to termination of employment. In the absence of such notice, mail addressed to you at the address shown on our records will be deemed properly addressed and delivered and shall be effective whether or not you receive it. If we are notified that your statements or other notices are undeliverable, you will be charged an undeliverable mail fee each month until you provide an updated address. See the Business Account Fee Schedule (Fee Schedule) for the amount of the Undeliverable Mail fee.

We may also require additional documents, such as an updated Business Authorization, Resolution and Signature Card, before implementing such changes.

### Power of attorney

Business clients do not normally need to appoint a person to act for the business by use of a power of attorney. Consequently, we will not allow any transactions on this account initiated through a power of attorney.

### Transferability

The account is not transferable or assignable, unless approved by us, at our sole discretion, and entered on our records.

## NOTIFICATIONS

### Statements

#### *Timely review of transactions and statements*

Each month we will make available to you a statement of your account. You have 30 days from the time we make your statement available to you to tell us, in writing, of any unauthorized signatures, forgeries, alterations or errors. We will resolve the problem by reviewing all related documents and the official bank records on your account.

If you notify us in writing between 30-60 days after the statement becomes available to you, you may have to bear part or all of the loss, depending on who was at fault.

If you notify us in writing after 60 days when we make your statement available to you, you cannot make a claim against us on any items in that statement. As between you and us, the loss will be entirely yours. This 60-day limitation applies even if we did not use ordinary care. If you request statements and they are returned because of an incorrect address, we will suspend further delivery until we receive a correct address. Contact us if you do not receive your regular statement. You agree that you will have at least two people review your statements, notices and returned checks, or in the alternative, the person who reviews these items will be someone who does not have authority to transact business on the account.

We recommend reviewing your transactions online every few days, including deposits, ATM withdrawals, recurring payments and debit card transactions. If you notice a questionable check or charge amount, contact us to resolve the issue as soon as possible.

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

### Changes due to death, bankruptcy and other

#### **We must be notified in writing immediately if**

- an account holder
- an authorized signer on the account
- the sole proprietor on a sole proprietorship account, or
- the 100% owner of a business on a business account

dies, becomes incapacitated, is dissolved (in the case of non-personal entity), files for bankruptcy, has a bankruptcy filed against it, has a receiver appointed for it or has an assignment for the benefit of creditors filed against it.

### Closing your account

This section does not apply to an active certificate of deposit account. If you intend to close your account with us, you must tell us. Simply transferring all the money in your account and reducing your account balance to \$0.00 does not tell us that you intend to close your account. While your account remains open fees may be charged to your account and may cause your balance to become negative.

#### **If you close your account:**

- You are still responsible for transactions you arranged for, including those that arrive after the account is closed.
- You should pay special attention to pre-authorized electronic deposits and withdrawals from your account and contact the institutions involved in the transactions to have them cancel or redirect your pre-authorized deposits and withdrawals to another account.
- You should not close your account until all the transactions you arranged for have been cleared.

#### **We can close your account for any reason:**

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

If your account is closed by us or you, you must reapply and qualify for a new account. If you qualify, you will not have the same account prior to account closure.

If your account balance is \$0.00 at any time or remains negative, we may close your account. You will not receive advance notice of the account closure in these cases. The notice of account closure will be reflected on your final statement.

### Notices

Any notice to you shall be sufficient if we send it to you at your last known address appearing on our records. Notices we provide to you may be by an appropriate means such as by direct mail, on or with your statement, or in email messages (for customers who receive statements electronically.)

## ACCOUNT USAGE

### Funds availability policy

This policy statement applies to “transaction” accounts.

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

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

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

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

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

If you make a deposit at one of our night depositories after 7:30 a.m. CT or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

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

For mobile deposits refer to Bremer’s Business Online Banking Terms & Conditions to determine availability of funds.

### Longer funds availability delays may apply

**Case-by-case delays.** In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second (2nd) business day after the day of your deposit. The first \$275 of your deposits, however, will be available on the first business day after the day of your deposit, unless your account has been open for 30 days or less. Exception delays may apply (see next section).

If we are not going to make all of the funds from your deposit available on the first business day after the day of your deposit, we will notify you as soon as possible after you make your deposit. We will also tell you when the funds will be available. If your funds are not made available by the first business day after your deposit we will mail you the notice by the day after the deposit is made.

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

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$6,725 on any one day.
- The deposit is a redeposit of a check that was returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of computer or communications equipment.
- Your account has been open for 30 days or less.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh (7th) business day after the day of your deposit. We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn “on us”). “On us” means a check or draft that is presented to the same financial institution that carries the depository account on which the check is written.

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

## Pending transactions

We may be presented with transactions against your account at any time. Transactions are generally received in batches throughout the day and can include ACH and check transactions. Other electronic transactions like debit card point-of-sale, mobile, and other electronic transfers will present to us as they occur. When we receive these debit transactions, we apply them to the available balance of your account in a pending status until they post to your account.

Some debit card point-of-sale transaction authorizations may appear as pending on your account for up to seven (7) calendar days or longer timeframes as determined by the merchant. While the authorized transactions remain pending, they will affect your available balance. If the merchant does not settle the transaction within this timeframe, the pending amount will expire and no longer affect the available balance of your account. When the merchant settles the transaction, it will post to your account on that business day and will affect your available balance.

Deposits and other credits presenting to your account will be made available in accordance with our funds availability policy.

## Posting order of transactions

“Posting order” means the order in which we apply transactions to your account. We process and post transactions at the end of each business day. Transactions presented before their respective cut-off times will be posted on the same business day.

When we post transactions, they are grouped into general categories, which are applied in the following order:

1. credits – including deposits, transfers, and miscellaneous credits
2. transfer debits – including one-time, scheduled/recurring, online, mobile, phone, internal loan payments, and overdraft protection (deficit) transfers
3. over-the-counter withdrawals at a teller line in a branch
4. miscellaneous and bank-generated debit transactions – including maintenance fees and service charges
5. ATM withdrawals and debit card point-of-sale transactions
6. ACH (Automated Clearing House) withdrawals
7. checks and electronic checks

ACH withdrawals post by amount, from lowest to highest. Other debit transactions without serial numbers post by amount, from lowest to highest, within each category. Debit transactions with serial numbers post by serial number order, from lowest to highest.

## Insufficient funds and overdrafts

“Insufficient funds” means you don’t have enough money in your account available to pay the withdrawals you are attempting to make from that account based upon your End of Day balance.

End of Day Balance (Ledger) is the balance computed at the end of each business day. It includes all deposits and transactions that were posted that business day. It does not include in process transactions that have not posted. We use the End of Day Balance to determine whether you have insufficient funds and whether an overdraft has occurred.

An insufficient funds “item” may include the following:

- check
- pre-authorized withdrawal including any small dollar “test” transactions
- online bill payment
- debit card purchase
- online banking transfer
- telephone transfer
- other attempt to get money from your account by any means permitted that we refuse to permit because it is for more money than you have available in your account at that time.

An overdraft takes place on an account when an item is presented for payment and the account does not have sufficient funds to pay the item in full. This can occur if you have taken more money out of your account than is available to you for withdrawal. An overdraft can also occur if a deposit you have made is reversed and you have used some or all of the deposit. We can choose to “pay” (cover) the transaction that caused the overdraft or return it unpaid. If we choose to pay the overdraft, Bremer Bank may charge an overdraft (OD) fee. If there have been multiple transactions that caused the overdraft and the items are paid, Bremer Bank may charge an overdraft fee for each item. If Bremer Bank decides not to cover the transaction, we will return the item and not charge you a fee. In the case where the item is returned unpaid the merchant may charge you a returned item fee.

We will not charge overdraft fees on debit card transactions authorized on available funds.

We list the charges and fees that you may incur on your account in the separate *Fee Schedule* for your account.

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

**Our fees.** An overdraft fee is assessed for each item we do pay that causes the End of Day balance to become negative or occurs while the End of Day balance is negative on the checking account.



You agree that multiple attempts may be made to submit a returned item for payment.

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

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

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

## Returned deposits

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

## No protest

If any check or other instrument which you deposit into your account is returned unpaid by the bank that it is drawn upon, you agree that we do not have to obtain a protest, which is an official certification that a check has been dishonored.

## Our right to refuse payment

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

- The payment requires deposited funds that are not yet available for withdrawal.
- We have received a court or other legal process such as a levy, execution or restraining notice prohibiting the withdrawal.
- We have received notice of a bona fide dispute relating to the account, unless a court has ordered us to permit the withdrawal.
- We suspect fraud or irregularity.
- Someone who is authorized to act for you directs us not to make payment.
- Any signature on the check or other withdrawal request does not compare favorably with the specimen signature on our records for the account.

- The check or withdrawal request has not been presented with any or all of the required signatures.
- An equipment problem prevents us from determining the available funds.
- Any document (such as checks or withdrawal request forms supplied by us) or identification we or the law requires in connection with the withdrawal has not been presented to us.

## Stopping payment on a check

You may request we stop payment on any check or draft that you have written.

Here is what you must do to stop a payment for checks and drafts:

If you want to stop payment of a check, you must stop by a Bremer Bank location or call 800-908-2265. For those with a hearing or speech impairment, dial 711 to connect to the Telecommunications Relay Service (TRS). Writing to us will take too much time and we will not have time to act on your request before the check is paid. We will need the following information:

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

This information must be exact and correct. If not, we may not be able to stop the item.

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

If you request a stop payment on a check or draft and the item is presented to us for payment, we will temporarily post the item to your account until it can be reviewed to confirm that it is the item you requested be stopped. This will temporarily reduce your available funds. Once confirmed, the item will be returned and your account will be credited for the amount of the item. This process may take up to 1 business day following the business day in which the item was presented for payment.

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

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

A stop payment order is effective for 184 days. A stop payment order is valid for 6 months. We may pay a check once a stop payment order expires. You must request a new stop payment order every six months if you don't want it to expire. We will not notify you when it has expired.

You understand that if the check is presented after the stop payment expires, we may pay it even if it is stale-dated.



### **Effect of a stop payment**

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

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

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

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

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

### **Stop payment fees**

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

### **Minimum balances, service charges and fees**

Your accounts are subject to the minimum balance requirements and to the minimum opening balance requirements set forth in the information that was separately provided to you. The fees in effect at the time the account is opened, and those that may be added or amended from time to time with or without prior notice, will apply to your account. We may deduct charges and fees from your account without further authorization on your part. Our current fee information is available at all our branches.

### **Service charges and fees**

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

This includes whenever:

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

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

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

### **Telebank transfers**

Bremer is no longer offering loan payments or advances through Telebank, our Interactive Voice Response System. Customers need to speak to a banker to complete these transactions over the phone.

If you have more than one deposit account with us, you can transfer funds between your accounts by telephone. You will need a pin and your account or social security number, other qualifications may apply. You can transfer funds by calling 800-908-2265. For those with a hearing or speech impairment, dial 711 to connect to the Telecommunications Relay Service (TRS).

### **Electronic and/or voicemail instructions**

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

### **Our right to require notice of withdrawal**

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

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

### **Inactive accounts**

Balances or other items that remain in inactive accounts may be sent to the applicable state abandoned property administrator. We may charge you a fee to recover the costs incurred as a result of this payment or delivery to the applicable state abandoned property administrator. Refer to our Fee Schedule.

## Adjustments and corrections

You agree that we may make adjustments and/or corrections to your account from time to time resulting in changes to your account balances.

You will be credited with the full amount of each deposit you make.

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

## Foreign currency

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

## Deposits by mail

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

## ADDITIONAL TERMS & CONDITIONS — CHECKING & SAVINGS

### Safeguarding your checks

You will safeguard your blank checks, canceled checks and other documents that contain your account number and take reasonable steps to prevent their unauthorized use including from unauthorized employees of your business. You will not keep blank checks with bank statements and paid checks because this gives unauthorized parties samples of authorized signatures and average balance information. You will not use multiple check ranges within a single account as this decreases the effectiveness of fraud-monitoring tools. You agree to accept responsibility for any failure to safeguard your blank checks and agree to NOTIFY US IMMEDIATELY AT 800-908-2265 if one or more of your checks are lost or stolen. For those with a hearing or speech impairment, dial 711 to connect to the Telecommunications Relay Service (TRS). We may require you to accept a new account number if one or more of your checks are lost or stolen. If we do so, checks you have written which have not yet been paid may be returned.

### Deposited or cashed checks

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

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

Checks deposited into your account must match the account titling and ownership of your account.

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

### Third Party Checks

Special Endorsement (commonly known as a Third-Party Check) is when a payee wishes to transfer a check to a second person. The original payee will endorse the check and may include the words “pay to the order of” followed by the special endorsee’s name. If the second person wishes to negotiate the check, they must endorse it as well. This is known as a second endorsement.

We have restrictions on Third-Party Checks. We will not accept a Third-Party Check for deposit at an ATM or through Mobile Banking. These checks may only be deposited into your account at a branch if all endorsements on the check can be verified. In order to verify all endorsements on the check, all endorsers must be present with proper identification.

## Processing checks

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

To protect you from potential fraud, we may, at our option, without assuming a duty to do so, refuse to cash a check or return checks for large amounts which are presented for payment against your account if we are unable to contact you or take other steps to determine with reasonable certainty that you have authorized these checks.

If you choose not to use Positive Pay or other recommended services and offered fraud safeguards, you agree to indemnify and hold us harmless for any losses we incur, including costs, expenses and attorney's fees resulting from checks drawn or purported to be drawn on your account that are forged, counterfeit, altered or fraudulent in any manner.

## Electronic instructions for paying checks

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

## Checks – legends

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

## Endorsement standards

Any check you present for deposit or payment to Bremer Bank should be properly endorsed. You agree that you will not endorse checks made out to your business to be payable to the order of anyone else, and agree to accept all losses resulting from such endorsements.

You further agree that you will not cash checks made payable to your business. You may deposit such checks to one of your business accounts and withdraw the cash to the extent permitted

by our funds availability policy. By endorsing a check you warrant that you have clear title to the funds deposited in the account.

## Checks – post-dated and stale

**Post-dated checks.** We are not responsible to you if we pay a check before its date, even if we have noticed that it is post-dated.

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

## Using unreadable checks

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

## Substitute checks and your rights

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

### What is a substitute check?

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

### What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check).

The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, overdraft fees).

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

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

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

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

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please call the Bremer Customer Support at 800-908-2265 (for those with a hearing or speech impairment, dial 711 to connect to the Telecommunications Relay Service (TRS)) or write us at Bremer Customer Support, Bremer Service Center, PO Box 1000, Lake Elmo, MN 55042

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

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

#### **Document images**

We make use of image technology to archive all check documents online. We do not keep the original paper documents (like checks) associated with your account. We retain scanned images of most of the documents that we receive and destroy the paper originals.

Electronic imaging is one type of media that is used, but as technology changes, there are and will be other copying techniques.

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

- conform to our check standards if you are electronically printing checks
- use only the space provided for your part of a transaction (See the section Endorsement standards.)

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

#### **Return of canceled checks**

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

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

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

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

#### **Encoding**

If we accept from you checks or other instruments for deposit into your account which you or your agent have MICR encoded, including the use of devices designed to capture and transmit check images to Bremer Bank, regardless of the manner in which the technology reads, captures and edits the information contained on the MICR line of each check, we may rely upon the accuracy and completeness of such encoding in processing the items for collection or payment.

You shall be solely responsible for any encoding errors or defects including, without limitation, amount errors and shall indemnify and hold us harmless from and against any and all claims, demands, damages, liabilities, losses and expenses (including attorney's fees) resulting, directly or indirectly, from such encoding.

#### **Checks sent for collection**

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

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

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

## Payment of checks

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

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

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

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

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

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

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

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

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

### Funds transfers - general

The following provisions are in addition to, and not in place of, any other agreements you have with us regarding funds transfers to and from your account. Funds transfers to or from your account will be governed by all applicable laws, rules and regulations governing such transactions, including without limitation, the rules of the National Automated Clearing House Association (NACHA) as may be amended from time to time.

### Safeguarding your financial information

You will safeguard your account numbers, user names, passwords, codes, tokens and other security devices, bank statements and images of cancelled checks and use reasonable care to prevent their unauthorized use, including from unauthorized employees of your business.

You agree to accept responsibility for any failure to safeguard these items, and agree to NOTIFY US IMMEDIATELY AT 800-908-2265 (for those with a hearing or speech impairment, dial 711 to connect to the Telecommunications Relay Service (TRS)) if any of these items have been stolen or subject to unauthorized use. We reserve the right to require you to accept a new account number if we believe security has been compromised. If we do so, checks you have written which have not yet been paid may be returned. You are responsible for issuing replacement checks. You also agree not to make information about your internal business practices available to anyone other than authorized individuals.

The practice of accepting payments from your clients/customers exposes your business to the risks associated with obtaining, processing and safeguarding considerable non-public financial information. This information must be used only for the purpose intended and you must develop policies and procedures that ensure that it is safeguarded for the entire period that it is in your possession. These policies and procedures should provide for the authority of access to, the method and manner of secure communication of, and the secure and complete destruction of this non-public financial information when it is no longer required by your company.

### Debit card transaction fraud prevention

Bremer Bank utilizes several methods of monitoring and detecting fraudulent debit card account activity. If fraudulent activity is suspected on your account, we will attempt to contact you via an automated phone service between 8 a.m. and 9 p.m. CT and text message or email 24 hours a day seven (7) days a week. If fraudulent activity is confirmed, you will be given a unique case number for each fraud alert. This case number should be referenced when calling Bremer Bank about this activity. You

may also be asked for the last four digits of your Social Security number at this time. This fraud prevention system will leave messages at the contact numbers for your account.

To protect your account from fraudulent use, we will close your debit card if it is inactive for an extended period of time. We recommend you notify Bremer when traveling outside of your usual destinations. If you plan to travel, let us know by calling Customer Support at 800-908-2265 within 30 days of your travel dates.

### Online Banking

Protecting our clients when they log in for online account access is a top priority at Bremer.

To use our online banking services, you must enter into our *Business Online Banking Terms and Conditions*. Your rights and obligations regarding online banking are more fully explained in that Agreement. You may access your account(s) through the Internet by using multifactor authentication as discussed in the *Business Online Banking Terms and Conditions*.

### Electronic credits

In case you receive a credit entry subject to Uniform Commercial Code Article 4A, please be advised that:

- the entry may be transmitted through the Automated Clearing House (ACH)
- the rights and obligations of you concerning the entry shall be governed by and construed in accordance with the laws of the state of Minnesota, North Dakota, or Wisconsin, where your Bremer Bank is located
- credit given by us to you for the entry is provisional until we have received final settlement through a Federal Reserve Bank or otherwise have received payment as provided for in Section 4A-403(a) of UCC Article 4A
- if we do not receive such payment for the entry, we are entitled to a refund from you in the amount of the credit to your account, and the Originator will not be considered to have paid the amount of the credit entry to you
- these rules do not require us to provide you with notice that we have received the entry unless we have agreed to do so.

### Return of ACH debit entries

Under the NACHA rules, we cannot return an unauthorized ACH debit unless you notify us no later than 6:00 p.m. CT on the business day following the business day Bremer Bank posted the ACH debit entry to your account. If you don't notify us in a timely manner of the unauthorized ACH debit entry, we won't be able to return it without the cooperation and agreement of the originating bank and the originator of the debit entry. Any other effort to recover the funds must occur solely between you and the originator of the entry.

## Dollar limits on card transactions

### ATM transactions per day

Generally, our standard limits allow you to withdraw up to a total of \$525 per day when you use your Bremer Debit Card. Other products may have different limits.

### Point of Sale transactions

Generally, our standard limits allow you to buy up to a total of \$1,500 worth of goods or services each day when you use your Bremer Debit Card. Other products may have different limits.

### Currency conversion

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

## OTHER TERMS & CONDITIONS

### Privacy statement

The most recent version of our privacy statement is available to you at your local Bremer Bank, on [bremer.com](http://bremer.com), or by calling us at 800-908-2265. For those with a hearing or speech impairment, dial 711 to connect to the Telecommunications Relay Service (TRS).

### Bank's right to indemnification

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

### Bank's waiver

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

### Governing Law and Jurisdiction

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.

### Telephone recording

At our sole discretion, we may, but are not required to, make and retain recordings of any telephone conversations between you and us.

### Legal process

If your account becomes involved in legal proceedings, your use of it may be restricted. We must comply with any notice of attachment, execution, garnishment, tax levy, injunction, restraining order, subpoena, warrant or other legal process we, in good faith, believe to be valid and applies to your account. We may charge you for handling such legal process, even if the legal process is later released. We may charge you our normal rates for research and copies if we are not able to charge the party serving the legal process. Funds we do not make available to you in response to legal process may not earn interest.



## Blocked or restricted accounts

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

## Set-off

If you owe us money and it is due, we can use the money from any Bremer account you have an ownership interest in, whether or not the ownership is identical to pay the debt. We can exercise this right of set-off at any time and for any reason allowed by law. For example, we can exercise this right in the event of a default under the terms of any debt that you owe us.

## Liens

You also give us a continuing lien on any account of yours that is in our possession, including but not limited to bank deposits. This lien shall be in the amount of any and all liabilities and obligations you may owe to us whether such liabilities and obligations exist now or are incurred in the future.

## Severability

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

## Disputes of conflicting demand

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

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

## Attorney's fees, losses and expenses

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

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

## Advisory against illegal use of Debit Card

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

## Mastercard Zero Liability protection (card transactions only)

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

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

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

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

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

If you suspect that your *card* has been lost or stolen, or that an unauthorized transaction has been made with the *card* or the *card number* issued to you, notify us as soon as possible by calling 800-908-2265 or the number listed on your account statement. For those with a hearing or speech impairment, dial 711 to connect to the Telecommunications Relay Service (TRS). The sooner you notify us, the sooner we can protect the linked accounts. A delay in reporting the unauthorized transaction may affect your Zero Liability protection, as defined above.

### **Additional limitations on liability**

If you do NOT notify us within 60 days after you receive the statement showing the unauthorized transfer, and we prove that we could have stopped someone from using your *card*, code and/or other access means if you had told us within two (2) business days of when you discover the loss of your *card*, code and/or other access means, you will be liable for all unauthorized transfers that appear on the statement. In addition, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

### **Contact in event of unauthorized transfer**

If you believe your card, code and/or other access means has been lost or stolen or that someone has transferred or may transfer money from you account without your permission, call our 24-hour Customer Support at 800-908-2265 (for those with a hearing or speech impairment, dial 711 to connect to the Telecommunications Relay Service (TRS)) or write us at Bremer Phone Bank, Bremer Service Center, PO Box 1000, Lake Elmo, MN 55042.

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

### **Termination of Electronic Banking Privileges**

We can remove any or all of your electronic banking privileges, including but not limited to debit card, online banking, bill pay, mobile banking, or Zelle, for any reason. If we remove any or all of your electronic banking privileges, we will notify you as soon as practicable.

### **Business days**

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

### **Fraud Detection and Deterrence**

We offer certain products and services such as check and automated clearinghouse ("ACH") Positive Pay and Debit-Block, that are designed to detect or deter check, ACH or other payment system fraud. While no product or service will be completely effective, we believe that the products and services we offer will reduce the likelihood that certain types of fraudulent items or transactions will be paid against your account. Failure to use such products or services could substantially increase the likelihood of fraud. You agree that if, after we have recommended or otherwise made information about such products or services available to you, you decline or fail to implement and use any of these products or services, or fail to follow these and other precautions reasonable for your particular circumstances, you will be precluded from asserting any claims against us for paying any unauthorized, altered, counterfeit or other fraudulent item that such product, service, or precaution was designed to detect or deter, and we will not be required to re-credit your account or otherwise have any liability for paying such items.

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800-908-2265  
bremer.com

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BUS-1000-0625  
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