

Digital Services Agreement

This Digital Services 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 accessing Online Services using Online or Mobile Banking, You are accepting these terms and conditions.

Contents

1. What this Agreement covers	3
2. Terms used in this Agreement.....	3
3. Accepting this Agreement	4
4. Privacy and information security.....	4
5. Consent to telephone, email and text communications.....	4
6. Account statements, notices and tax forms.....	5
7. Monitoring and recording of communications	5
8. Contact information changes.....	5
9. Customer support	5
10. Access to Online Banking and Mobile Banking	5
11. Login and security	6
12. Cookies	6
13. Providing personal information	6
14. No illegal use of Online Banking and Mobile Banking.....	6
15. No commercial use of Online Banking and Mobile Banking.....	7
16. Your liability	7
A. In general.....	7
B. Online Banking and Mobile Banking fees	7
C. Electronic Funds Transfers — Your rights and responsibilities	7
17. Our liability.....	7
18. Your indemnification.....	8
19. Liability of Bremer and third parties	8
20. General provisions	8
A. Termination.....	8
B. Changes.....	9
C. Assignment.....	9
D. Notices	9
E. Governing law and venue.....	9
F. Business Days	9
21. Transaction information.....	9
22. Linked Accounts	9
23. Accounts accessible by more than 1 person.....	9
24. Transfer processing between Bremer Accounts.....	10
25. External Transfers.....	10
26. Transaction limits and funds availability	10
27. Card Controls	11
28. Alerts.....	12
29. Consent to telephone and text communications for Alerts	13
30. Secure Messages	13
31. Live Chat	13
32. Bill Pay service	13
A. Service definitions	13
B. Payment scheduling	14
C. Payment authorization and remittance	14
D. Payment methods	15
E. Payment cancellation requests	15
F. Stop payment requests.....	15
G. Prohibited payments.....	15
H. Exception Payments	15

I. eBill delivery and presentment.....	15
J. Expedited bill payment	16
K. Exclusions of warranties.....	16
L. Failed or returned transactions	16
M. Service termination, cancellation or suspension	17
N. Payee information	17
O. Returned payments.....	17
P. Information authorization	17
Q. No waiver.....	17
R. Captions	17
33. Additional mobile banking terms and conditions.....	17
34. End User License Agreement terms for the downloadable app	18
A. Ownership	18
B. License	18
C. Restrictions.....	19
D. Disclaimer warranty.....	19
E. Limitations of warranty.....	19
F. U.S. government restricted rights.....	19
G. Content and services.....	19
35. Mobile Deposit Service	19
A. Service definition.....	19
B. Eligible items.....	19
C. Deposit restrictions and limitations.....	20
D. Contact.....	20
E. Image quality	20
F. Endorsement	20
G. Receipt of deposit and processing time.....	20
H. Disposal of transmitted items.....	20
I. Errors	21
36. Zelle Network [®] Standard Terms Addendum to Bremer Enrollment Terms and Conditions ("Bremer Bank Zelle Addendum")	21
A. Description of Zelle Services	21
B. Eligibility and User profile	21
C. Consent to use and disclose personal information (including Account information).....	22
D. Privacy and information security	23
E. Wireless operator data	23
F. Enrolling in the Zelle Service	23
G. Consent to emails and automated text messages	23
H. Receiving money; money transfers by Network Banks	24
I. Sending money; debits by Network Banks	24
J. Liability	24
K. Send limits.....	25
L. Requesting money	25
M. Transaction errors.....	25
N. Your liability for unauthorized transfers (Electronic funds transfer provisions applicable to consumers)	25
O. Liability for failure to complete transfers	25
P. Fees	26
Q. Use of our Online Banking Website and/or Mobile Application	26
R. Cancellation of the Zelle Service.....	26
S. Right to terminate access.....	26
T. Disclaimer of warranties	26
U. Limitation of liability	27
V. Indemnification.....	27
W. Governing law; choice of law; severability.....	27
X. Miscellaneous	27

1. What this Agreement covers

This Agreement governs Your use of Online Banking and Mobile Banking, and Online Services as defined herein. 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 and Online Services will continue to be subject to the agreements, notices, and disclosures regarding Your Account and Online Services and Your use of Online Banking and Mobile Banking that are separately provided to You from time to time ("Account Documentation"), 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, Your Account and Online Services will be subject to the following:

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

You may use Online Banking and Mobile Banking to access Your Accounts and Online Services through the internet or on a Mobile Device.

2. Terms used in this Agreement

"We," "us," "our" and "Bremer" refer to 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" means any deposit or loan Account maintained at Bremer that is accessible through [bremer.com](https://www.bremer.com) or Your Mobile Device.

"Authorized Representative" means a person with authority (actual or apparent) to take action or make decisions with respect to an Account or an Online Banking or Mobile Banking transaction, including but not limited to, any person to whom You disclose Your password and/or user ID or provide access to Your password and/or user ID or Your Account(s) through Online Banking or Mobile Banking.

"Card Controls Service" is a service that allows You to exercise additional controls over Your eligible Bremer debit card(s), including activating or deactivating cards, restricting card usage to specific types of merchants and transaction types, establishing threshold amounts and restricting card usage to specific geographical regions.

"Mobile Application" means the Bremer Mobile Application(s) available on Android or iOS.

"Mobile Banking Service" means a service that allows You to use Your Mobile Device to access Online Services whether using a mobile internet browser or our Mobile Application. All Online Services may not be accessible on a Mobile Device.

"Mobile Device" means a mobile phone, smartphone, tablet or any other similar portable, wireless, handheld or wearable communication device satisfying the hardware and software requirements We specify. The Mobile Device must have text messaging capabilities and/or be internet (web) enabled.

"Online Banking Service" means the Online Banking website and webpages accessible through [bremer.com](https://www.bremer.com) that may be used to access Your Account(s) and the Online Services. All Online Services may not be accessible through Online Banking.

"Online Services" means any Account, product or service We or our service providers offer, which You apply for, use, administer, access or enroll in through Online Banking or Mobile Banking, including, but not limited to, obtaining balance information, reviewing transaction activity, viewing checks that have been paid from Your Accounts, transferring funds between Your Accounts, Card Controls, alerts, sending and receiving secure

messages and accessing any chat, virtual assistant and similar services that may be available, making mobile deposits, paying bills, and transferring money using the Zelle Network®.

"Text Messaging," or "SMS," means a process that allows You to send and receive messages from us related to Your Account using Your Mobile Device.

3. Accepting this Agreement

You understand that by using Online Banking and/or Mobile 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 and Mobile Banking Terms and Conditions" at enrollment or login constitutes Your acceptance of this Agreement. You agree to use Online Banking and Mobile Banking solely as provided in this Agreement and the applicable online instructions. When any transfer, payment or Online 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.

4. Privacy and information security

We make security and the protection of Your information a top priority. All information gathered from You in connection with Your use of Online Banking Service and Mobile Banking Services will be treated in accordance with Bremer's Privacy Notices applicable to Your Account and our Online Privacy Policy accessible here: [Online Privacy Policy](#), or by visiting bremer.com/privacy. By using or accessing Online Banking or Mobile Banking, You understand and agree that Bremer may collect and retain information about You, Your internet browser, or the device You use to access Online Banking and Mobile Banking, including internet protocol (IP) address and Your geolocation (if enabled on Your device).

You authorize Your wireless carrier to use or disclose information about Your Account and Your Mobile Device, if available, to Bremer or its service provider for the duration of Your customer relationship, solely to help them identify You or Your wireless device and to prevent fraud.

5. Consent to telephone, email and text communications

When You provide a phone number or email address to us, You agree that You own or are authorized to provide the telephone number and email address to us, including mobile/cellular telephone numbers that could result in charges to the owner of the telephone account. You expressly agree that We and our affiliates, agents and service providers may use automatic dialing technology and/or artificial or prerecorded voice messages to call You or send text messages to You on the phone number You provided to us even if the phone number is registered to a cell phone number or Voice over Internet Protocol (VoIP) service. You expressly agree that We may from time to time make telephone calls and send emails and text messages to You at any telephone number or email address You have provided to us now or in the future, including mobile/cellular telephone numbers that could result in charges to the owner of the telephone account. We may contact You via any of these methods in order to:

- Service Your Account, Online Banking Service and Mobile Banking Services,
- Collect any amount You may owe, or
- Discuss our relationship, products and services with You.

You authorize us to send emails and text messages to others on Your behalf, if needed to carry out Your instructions regarding Online Banking, Mobile Banking or Your Account. You confirm and agree that You have obtained consent from the person who owns or is the current subscriber of the email address or phone number to receive this communication. You acknowledge and agree that emails and text messages sent to others pursuant to Your instructions and on Your behalf may identify You by name and may state that We are sending them on Your behalf and according to Your instructions. In the event You ever withdraw this consent, and notwithstanding that withdrawal, You expressly authorize us to use any of the methods described above to send You messages confirming Your instructions sent to us via SMS text message, including a confirmation from us in the event You withdraw Your consent.

Unless applicable law or regulation states otherwise or pursuant to Bremer's Electronic Communication Disclosure and Consent found here bremer.com/electronic-communication-disclosure, when We need to provide You with information in writing, We can send it by any of the following electronic means:

- Electronically to Your email address;
- Via text to Your mobile phone number;

- By posting the information to our website at bremer.com;
- By making it available to You through our Secure Messaging in the “Communications: Secure Message” menu;
- Or through other electronic means in accordance with this Agreement.

We reserve the right to communicate with You using U.S. mail, or similar delivery method, regardless of what other options You have chosen.

You are responsible for any fees or other charges that Your wireless carrier may charge for any related data, text or other message services. To stop receiving text messages on Your mobile phone, reply to the text message with the word “STOP.”

6. Account statements, notices and tax forms

When You enroll in Online Banking or Mobile Banking, You will continue to receive Your regular bank statements, notices and tax forms for all of Your Accounts by mail unless You have otherwise agreed to receive those documents electronically. You are encouraged to eliminate Your paper statement by signing up for Online Statements, Notices and Tax Forms within Online Banking.

7. Monitoring and recording of communications

We may monitor and/or record communications between You and us (or our service providers) for quality control and other permitted business purposes. The monitoring or recording may be done without any further notice to You or anyone acting on Your behalf. The communication that may be monitored and recorded includes telephone calls, mobile phone calls, electronic mail messages, text messages, Live Chat, Secure Messaging, or any other communications in any form.

8. Contact information changes

You agree to notify us immediately if you change, no longer own or are no longer authorized to use or share your address, email or phone number you previously provided to us. You agree to keep all contact information you provide to us up to date. Unless you instruct us otherwise, we may change the address, email address or phone number only for the Account(s) you specify, or for all or some of your other Account(s) with us.

9. Customer support

If You have any questions, send us a secure message or call Bremer Customer Support at 800-908-2265.

10. Access to Online Banking and Mobile Banking

To access Your Bremer Accounts or use Online Services, You must have: a user ID, password and the required compatible hardware, and software including but not limited to, internet service; a current version of an internet browser that We support; and a personal computer and operating system and/or Mobile Device capable of supporting all the foregoing and that fulfills Your obligation to obtain and maintain secure access to Online Banking and Mobile Banking. If You wish to print and retain records on paper, You will also need a printer that is capable of printing from Your browser and email software and electronic storage if You wish to retain records in electronic form.

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 protocols in use with the Online Banking and Mobile Banking Service. Subject to the terms of this Agreement, You will generally be able to access Your Accounts 7 days a week, 24 hours a day, except during maintenance periods or circumstances beyond our control. You are required to maintain an email address that is continuously operational to receive email communications from us in order continue to access Your Account(s) and Online Service through Online Banking and Mobile Banking. When using Mobile Banking, You may generally access Your Account(s) through the mobile browser or our Mobile Application and get certain information through text messages or push notifications on Your Mobile Device.

We will not be liable for any delays or failures in Your ability to access our Online Banking and Mobile Banking Service or in Your receipt of any text messages, as access and messaging are subject to effective transmission from Your network provider and processing by Your Mobile Device, as well as delays and interruptions on the

internet. Online Banking Service and Mobile Banking Service, including but not limited to Text Messaging, are provided on an AS IS, AS AVAILABLE basis.

States, government export control laws and regulations may restrict or prohibit the use, export, re-export, or transfer of Online Banking or Mobile Banking and any associated software. You agree that You will not directly or indirectly use, export, re-export, or transfer Online Banking or Mobile Banking except in compliance with applicable U.S. export laws and regulations.

11. Login and security

During Your first session, You will be required to create a unique user ID, and password. Going forward, You can change Your Online Banking or Mobile Banking user ID and password online at any time. Additionally, if the device You are using has compatible biometric authentication, this may also be used to access Online Banking and Mobile Banking where offered. We recommend that You change Your password regularly.

Online Banking and Mobile Banking may provide 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 and Mobile 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 or Mobile 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 Mobile 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 or Mobile Banking without Your consent or has transferred money without Your permission.

We may also require additional security procedures for certain transactions. These additional security procedures may require special hardware, software or third-party services. You agree to comply with these and any other security procedures that We may establish from time to time.

12. Cookies

In order to help provide better service and to help address security risks, Bremer will 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 other websites and does not contain information that will enable anyone to contact You via telephone, email 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 and Mobile Banking.

13. 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.

14. No illegal use of Online Banking and Mobile Banking

You agree not to use Online Banking or Mobile 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 and Mobile Banking. You will not damage, impair, interfere with or disrupt our Online Banking Service and Mobile Banking

Service or its functionality.

15. No commercial use of Online Banking and Mobile Banking

Our Online Banking Service and Mobile Banking Service, as well as the content and materials You may receive or access through Your use of our service, are proprietary to us and our licensors, and are for Your personal, non-commercial use only.

16. Your liability

A. In general

You authorize us to credit or charge Your Accounts for all payments and transfers initiated through Online Banking and Mobile 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.

B. Online Banking and Mobile Banking fees

There are no monthly fees for accessing Bremer Online Banking or Mobile Banking. Fees separately disclosed to You in connection with Your Accounts or disclosed during certain transactions apply when using Bremer Online Banking and Mobile Banking. The fees that have been separately disclosed to You in connection with Your Account(s) will continue to apply to those Account(s).

C. Electronic Funds Transfers — Your rights and responsibilities

Online Banking and Mobile Banking enable You to transfer funds between Your Bremer Accounts and accounts You register from other financial institutions. The Electronic Fund Transfers Act provides You with certain rights and responsibilities with respect to certain of these transfers called "Electronic Funds Transfers" ("EFTs"), which apply only to electronic funds transfers that debit or credit a consumer's checking, savings or other asset account. Your rights and responsibilities are fully described in our electronic funds transfers disclosures that have been separately provided to You within the Bremer Personal Account Agreement.

17. Our liability

Our liability to You is explained in Your Account Documentation. This section explains our liability to You only to the extent that our liability has not been separately disclosed to You by any Account Documentation. Under no circumstances will We have any liability to You for failing to provide You access to Online Banking or Mobile Banking. Furthermore, unless otherwise required by applicable law, We will only be responsible for performing the Online 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 Online 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 Online 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.

Online Banking and Mobile Banking is provided for Your convenience and does not replace Your monthly Account statement, which is the official record of Your Account. Online Banking and Mobile Banking, including instructions for payment, transfer and other transactions, may be delayed, interrupted or otherwise negatively impacted by factors relating to Your Mobile Device, Your internet service provider, wireless provider or other parties, or due to other reasons outside of our control. We will not be liable for any such delays, interruptions or negative impacts to

Online Banking and Mobile Banking, and You agree that neither We nor our service providers will be liable for any errors or delays in the delivery of content, or for any actions taken because of Your reliance on this information.

18. 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 or Mobile Banking, You agree to indemnify, defend and hold us, our directors, officers, employees, consultants, agents and service providers harmless from all loss, liability, claims, demands, judgments and expenses (including, but not limited to, attorney fees) arising out of or in any way connected with (a) Your use of Online Banking and/or Mobile Banking; (b) Your provision of a telephone or mobile phone number, email address or other delivery location that is not Your own; (c) Your Account or the performance of Online Services or the use of Online Services by You or any third party; (d) a third-party claim, action or allegation of infringement, misuse or misappropriation based upon information, data, files, or other content or materials You submit to us; (e) any fraud, manipulation or other breach of this Agreement by You; (f) Your violation of any applicable laws, regulations, ordinances or rights of a third party, including rights of privacy, publicity or other property rights; (g) Any negligent or intentional act or omission by You in the performance of Your obligations under this Agreement; and (h) any breach of a representation, warranty, covenant or obligation contained in this Agreement. This indemnification is provided without regard to whether our claim for indemnification is due to the use of Bremer Online Banking or Mobile Banking by You or Your Authorized Representative.

We reserve the right to defend/control (at our own expense) any matter otherwise subject to indemnification by You. In such case, You will cooperate with us in asserting any available defenses. You won't settle any action or claims on our behalf without our written consent. Your obligation under this paragraph shall survive termination of these End User Terms.

19. Liability of Bremer and 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 and Mobile Banking.

Our Online Services may contain links to other websites, merchandise and services provided, owned or operated by third parties. We provide these links as a service to You. The linked sites are not under the control of Bremer or its affiliates or subsidiaries, and We are not responsible for their availability or their content, products, services advertising or other materials available on the third-party sites. The links do not imply our endorsement or approval of material on any other site. Any third-party sites may have a privacy policy different from that of Bremer and may provide less security than our websites. We strongly encourage You to read the third party's privacy policy before sharing any information with that third party.

All matters concerning other websites, merchandise and services provided or operated by third parties are solely between You and the third party. We make no warranties or representations whatsoever with regard to any third party's websites, merchandise or services. BREMER IS NOT RESPONSIBLE OR LIABLE TO YOU FOR ANY DAMAGES, LOSSES OR INJURIES OF ANY KIND ARISING OUT OF YOUR USE OF ANY THIRD PARTY'S WEBSITES AND THE MERCHANDISE AND SERVICES AVAILABLE ON THEM, OR ANY REFERENCE TO OR RELIANCE ON INFORMATION CONTAINED THEREIN. YOUR RIGHTS AND OBLIGATIONS WILL BE GOVERNED BY THE THIRD PARTIES' AGREEMENTS AND POLICIES RELATING TO THE USE OF THEIR SERVICES.

20. General provisions

A. Termination

Unless otherwise required by applicable law, Bremer may terminate this Agreement and/or Your access to Online Banking and Mobile Banking, in whole or in part, at any time without cause and without notice. Access through Online Banking and Mobile 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 or Mobile Banking for any twelve-month period, We may terminate Your Service, including Bill Pay Service. We may also suspend or terminate Online Banking and Mobile Banking in the event Your wireless service terminates or

lapses, or if We believe You are in breach of this Agreement, the End User License Agreement contained herein or any other Account Documentation.

If You wish to cancel any of Your Online 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.

B. Changes

Except as otherwise required by law, rule or regulation, We may in our sole discretion add, delete or modify the Online Banking, Mobile Banking and Online Services and terms of this Agreement from time to time and at any time. When changes are made, We will update this Agreement at [bremer.com](https://www.bremer.com). [Bremer.com](https://www.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 30 days after the change. As always, You may choose to accept or decline changes by continuing or discontinuing use of any Online Service. Changes to fees or terms applicable to eligible Accounts are governed by this Agreement otherwise governing Your Account. You understand that by continuing use of Online Banking and/or Mobile Banking after a change becomes effective, You have agreed to it.

C. 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.

D. 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.

E. 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. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable.

F. Business Days

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

21. Transaction information

Through Online Banking and Mobile 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.

22. Linked Accounts

You can automatically link and display certain Accounts for which You have appropriate rights by means of Your name or tax ID number. Account owners and Authorized Representatives with appropriate Account authority will be able to access, view and conduct transactions in the linked Accounts in accordance with Bremer's rules and procedures governing Account access. Accounts that are linked and displayed through Online Banking and Mobile Banking may be subject to certain limitations and restrictions.

23. Accounts accessible by more than 1 person

If Your Account(s) is owned by more than 1 person or is accessible by 1 or more Authorized Representatives, each owner or Authorized Representative may individually access the Account(s) in Online Banking and Mobile

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 and Mobile Banking Service, in any manner and for any purpose now available or available at some time in the future.

You agree that You will only appoint Authorized Representatives if We permit You to do so and if We provide a procedure for appointing Authorized Representatives as part of Online and/or Mobile Banking. You agree that You will follow any Authorized Representative appointment procedure We provide. This provision takes precedent over any conflicting provision on any other Account Documentation You have with us.

24. Transfer processing between Bremer Accounts

Transfers between Your Bremer Accounts can generally be initiated through Online Banking and Mobile Banking every day, 24 hours a day, 7 days a week, except during maintenance periods or when other circumstances beyond our control prevent such transfers from being initiated. Transfers scheduled for weekends, holidays or after 10:00 p.m. CT will be posted to Your Account on the next business day.

25. 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.

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 and 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.

26. Transaction limits and funds availability

For outbound transfers, funds availability will depend on the receiving institution's funds availability timeframes. For inbound transfers, funds will be held for 2 full business days after the date of the transfer request. Funds will be available on the third business day after the date of transfer request. For new accounts, funds from an External Transfer will be held for 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 1 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.

For security reasons, there are daily limits on the dollar amount of external (outbound and inbound) transfers. Outbound transfers are limited to \$10,000 per transfer per day, and inbound transfers are limited to \$10,000 per transfer and a maximum of \$10,000 per day. These limits may change based upon periodic risk assessments. You may not make fund transfers in excess of these limits. We may modify these limits and the frequency and dollar amount of these transfers at any time. We may at any time decline a transfer that We believe may violate applicable laws or regulations.

27. Card Controls

By enrolling in and/or using Card Controls, You acknowledge and agree to the following terms and conditions. You may register and enroll in Card Controls if You have an eligible Bremer debit card ("Card") that is in good standing. Eligibility of Your debit card will be determined by us in our sole and absolute discretion. In addition to the obligations set forth in this Agreement, You must adhere to the terms and conditions set forth in Your Account Documentation, including, without limitation, our electronic funds transfers disclosure that has been separately provided to You within the Bremer Personal Account Agreement. We may terminate or suspend Card Controls or Your use of Card Controls at any time with or without notice.

Card Controls provides You with the ability to:

- Turn Your Card status on or off to suspend transactions from being processed;
- Restrict Card usage to specific types of merchants and transaction types;
- Establish threshold amounts;
- Restrict Card usage to specific geographical regions; and
- Elect to receive push notifications regarding certain transactions.

These features are provided for Your convenience and protection, but do not relieve You from Your responsibilities or any potential liability for any unauthorized transaction under this Agreement and Your Account Documentation.

You are responsible for monitoring Your Account activity, whether electronically or by checking Your statements. Use of Card Controls does not override Your responsibility to report unauthorized transactions in a timely manner as described in the Personal Account Agreement. Turning Your Card status off through Card Controls is not a replacement for reporting Your Card lost or stolen. You are responsible for the security of Your debit card and PIN. If You lose Your Card or suspect unauthorized use, You must report it to us immediately by calling Customer Support at 800-908-2265.

Turning Your Card status off through Card Controls will not stop authorized or preauthorized Card transactions or the posting of refunds, reversals or credit adjustments to Your Account. All preauthorized transactions will be paid by Bremer. This applies to authorizations made in both card present (i.e. in-store) and card not present situations (i.e. online, telephone, in-app, mobile wallet), and in the cases of preauthorized recurring transactions. Pre-authorized recurring transactions must be stopped in accordance with the agreement made with the merchant involved in the pre-authorization.

Card Controls apply to card present, in-store and ATM transactions and may not prevent transactions made in card not present situations such as transactions by telephone, in-app, mobile wallet or online. Card Controls will not apply to certain merchant and transaction types identified by our Card Controls service provider and by merchants. We are not responsible for how merchants authorize transactions or code their terminal's location or

merchant type. The terminal coding is the sole responsibility of the merchant and may impact the ability of Card Controls to recognize the merchant category or location. Certain merchants may seek an authorization hold at the time the transaction is initiated (e.g. gas stations, restaurants, hotels, etc.). The authorization hold may be higher or lower than the actual transaction paid because the final transaction amount is not known at the time the transaction is initiated. This may affect any threshold limits you apply in Card Controls, as we cannot control the amount of a transaction once an authorization has been granted.

Notifications may vary based upon Your operating system and settings. To receive notifications You may need to change Your device's settings to allow notifications. Deactivating one debit card will not stop transactions using other cards with different card numbers linked to your account.

While We will make reasonable efforts to decline transactions while Your Card is in a disabled state, We do not guarantee that all such transactions will be declined. You acknowledge that the disable function is reliant on computer and/or telecommunication systems and other factors beyond our reasonable control. Disruptions to these systems may result in the authorization of transactions, even when the Card is in a disabled state.

Bremer assumes no responsibility for failure of Card Controls to work in the expected manner except as expressly set forth in this Agreement. Availability may be affected by Your mobile carrier's coverage area.

CARD CONTROLS IS PROVIDED AT NO ADDITIONAL CHARGE. BREMER AND ITS SERVICE PROVIDER(S) SPECIFICALLY DISCLAIM ANY RESPONSIBILITY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO THE OPERATION OF CARD CONTROLS. YOU AGREE THAT YOUR USE AND ACCESS TO CARD CONTROLS AND ANY EQUIPMENT ARE AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS," "WHEREIS," "WITH ALL FAULTS," AND "AS AVAILABLE" BASIS.

FOR CLARIFICATION PURPOSES, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, ALTHOUGH BREMER WILL TAKE REASONABLE PRECAUTIONS TO PROTECT CARD CONTROLS AND AVOID DELETION, CORRUPTION OR UNAUTHORIZED MODIFICATION OR ACCESS OF OR TO CARD CONTROLS, AND TO PROVIDE CARD CONTROLS ERROR-FREE OR UNINTERRUPTED, NO REPRESENTATION OR WARRANTY OF FITNESS, USE OR MERCHANTABILITY SHALL BE CONSTRUED UNDER THESE TERMS AND CONDITIONS.

You may turn Card Controls off in Online Banking or in the Mobile Application in the "My Cards" menu. Your termination will not be effective until We have had a reasonable time to act upon it. Without limiting the foregoing, Your use of Card Controls may be suspended or terminated if You use Card Controls in a manner inconsistent with this Agreement or Your Account Documentation or any other agreement with Bremer related to the Card.

28. Alerts

Certain Alerts are required and are automatically set up to be sent to the primary email address when an event occurs, such as a change to Your Online Banking and Mobile Banking Account access ("Mandatory Alerts"). You can change the delivery method of Mandatory Alerts if You have multiple email addresses or mobile phones but You cannot delete Mandatory Alerts. Service Alerts and Bill Pay Service Alerts both contain Mandatory Alerts

You may also elect to receive Optional Alerts relating to Your Account and specific transactions ("Optional Alerts"). Mandatory Alerts and Optional Alerts are collectively referred to herein as "Alerts." The Optional Alerts service allows Online Banking and Mobile Banking users to request and receive email, text messages and select push notifications about their Bremer Accounts when certain events occur. When the Optional Alert event You have subscribed to occurs, an alert will be sent to the email address(es), mobile phone number or in the Mobile Application on Your Mobile Device as designated in Your subscription for that alert. Alerts are not intended to replace Your Account statement, use of Online Banking and Mobile 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 "Communications" menu, by choosing "Manage Alerts," or when prompted within the Mobile Application. 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 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. To access Your Alert settings, go to the "Communications" menu and select "Manage Alerts."

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 push notifications, email and text message Alerts from the Alerts service. Alerts may 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.

29. Consent to telephone and text communications for Alerts

By subscribing to Alerts and providing us with Your mobile phone number, You consent to receiving SMS messages related to Alerts. Data messaging charges from Your telecommunications provider may apply, and You are responsible for any such charges. You represent that You are the owner, or authorized user of the wireless device You use to subscribe to the Alerts service, and that You are authorized to approve the applicable charges. In the event Your enrolled mobile phone is lost or stolen, You agree to update Your enrollment information and make the appropriate changes to disable the use of Your mobile phone. You understand that there are risks associated with using a mobile phone, and that in the event of theft or loss, Your confidential information could be compromised. You can unsubscribe to the Optional Alerts service and to receiving Mandatory Alerts via text at any time by responding "STOP" to any message or by accessing "Manage Alerts" in Online Banking and Mobile Banking. You can also text the word "HELP" to 20736 to get additional information about the service.

30. 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 Online Services, by using the Secure Message feature ("Secure Messaging") or Live Chat feature ("Live Chat") from the "Communications" menu. Neither Secure Messaging nor Live Chat may be used to initiate transactions on Your Accounts. To initiate transactions, please use the appropriate functions within Online Banking and Mobile 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 "Communications: Secure Message" 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.

31. Live Chat

Live Chat allows You to communicate with our Customer Support team and other authorized personnel. By utilizing this feature You agree to receive Account and service inquiry responses via Live Chat. You agree to use this feature in a respectful and lawful manner. You also agree that You will not disclose any personal or sensitive information through this feature, such as Your Account number, password or PIN. Any conversations with us through Live Chat are monitored, recorded and retained. The monitoring and recording may be done without any further notice to You or anyone acting on Your behalf. We reserve the right to delete any messages that violate this Agreement and to terminate or suspend Your access to this feature at any time without notice.

Bremer makes no warranty that Live Chat will be available at any particular time or be free of fault or error. If You are under the age of 13 years old and are invited to use Live Chat, You must not use Live Chat and must exit that service.

32. Bill Pay service

A. Service definitions

"Bill Pay 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 Bill Pay Services 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 bill payment to be delivered to the Payee; this may or may not be the date Your payment will be posted by Your Payee.

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

B. 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. The Bill Pay Service will reflect the payment status of "Completed" when the payment has been sent. A "Completed" status does not mean that the payment has been received or processed by the Payee as this may occur at a later date due to circumstances outside of our control.

While it is anticipated that most bill payments will be received by the Deliver By Date, You understand and agree that some bill payments may not be received or posted by Your Payee until after the Deliver By Date due to circumstances beyond our control, including without limitation, delays in handling and posting by payees or financial institutions, and U.S. Postal Service delivery delays, and We will be not liable under such circumstances. It is Your responsibility to schedule the Delivery By Date sufficiently in advance of Your payment due date to allow the Payee enough time to receive and post Your payment by the due date. You will be solely responsible for any late payments, finance charges, over-the-credit limit fees, or other charges imposed or actions taken by a Payee if You do not initiate Your payment instruction early enough for Your payment to be made and properly credited by the Payee by the time it is due, or if We make a timely bill payment, but the Payee does not credit Your payment promptly after receipt.

Bill payments made electronically will be 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.

C. Payment authorization and remittance

By providing us with names and account information of Payees to whom You wish to direct payments, You authorize us to follow the Payment Instructions that We receive through the payment system. In order to process payments more efficiently and effectively, We may edit or alter payment data or data formats in accordance with Payee directives.

When We receive a Payment Instruction, You authorize us 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 us to credit Your Payment Account for payments returned to us by the United States Postal Service or Payee.

We will use our best efforts to make all Your payments properly. However, We will incur no liability if We are unable to complete any payments initiated by You because of the existence of any 1 or more of the following circumstances:

- If, through no fault of ours, Your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of Your overdraft account;
- The Bill Pay Service is not working properly and You know or have been advised about the malfunction before You execute the transaction;
- You have not provided us with the correct Payment Account information, or the correct name, address, phone number or account information for the Payee or Your computer fails or malfunctions;
- You do not initiate Your Payment Instruction early enough for Your payment to be made and properly credited by the Payee by the time it is due, or if We make a timely bill payment, but the Payee does not credit Your payment promptly after receipt. Circumstances beyond our control (such as, but not limited to, U.S. Postal Service delays, telecommunications outages, postal strikes, equipment failures, Payee processing delays, pandemics, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and We have taken reasonable precautions to avoid those circumstances.

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

D. Payment methods

We reserve 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, a one-time use card, or a direct check payment.

E. Payment cancellation requests

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Bill Pay Service begun processing a payment, it cannot be cancelled or edited.

F. Stop payment requests

Our ability to process a stop payment request will depend on the payment method and whether or not a payment has been presented for payment. We 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 We will make every effort to accommodate Your request, We will have no liability for failing to do so. We may also require You to present Your request in writing within 14 days. The charge for each stop payment request will be the current fee for such service as set out in the [Personal Account Fee Schedule](#).

G. Prohibited payments

Payments to Payees outside of the United States or its territories are prohibited through the Bill Pay 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 Bill Pay Service.

H. 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 Bill Pay Service; however, Exception Payments are discouraged and must be scheduled at Your own risk. In no event will We be liable for any claims or damages resulting from Your scheduling of Exception Payments. We have 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.

I. eBill 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 1 of the Bill Pay Service's electronic bill options, You also agree to the following:

Information provided to the Payee - We are unable to update or change Your personal information such as, but not limited to, name, address, phone numbers and email addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly.

We may, at the request of the Payee, provide to the Payee Your email 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 the Bill Pay Service and/or bill information.

Activation - Upon activation of the eBill feature, We 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 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 eBill 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 - We will use our best efforts to present all of Your electronic bills promptly. In addition to notification within the Bill Pay Service, We 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 log on to the Bill Pay 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 eBill 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 60 days, depending on the billing cycle of each Payee. We 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. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-delivery of eBill - You agree to hold us 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 eBills – We are not responsible for the accuracy of Your electronic bill(s). We are 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.

J. Expedited bill payment

You may schedule bill payments for the next business day by selecting “Launch legacy Bill Pay” and selecting “Pay it Faster.”

Expedited bill payments must be scheduled before 2:00 p.m. CT on a business day. Payments initiated after this time or initiated on a non-business day may be processed on the next business day. The expedited bill payment service will be unavailable during designated processing times as indicated when the “Pay it Faster” option is not displayed on the Bill Pay interface.

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 [Personal Account Fee Schedule](#). You agree to pay such fees and authorize the us to deduct the fee amount from the Account in which You have scheduled the payments to be made.

K. Exclusions of warranties

THE BILL PAY 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.

L. Failed or returned transactions

In using the Bill Pay Service, You are requesting us 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 us. In such case, You agree that:

1. You will reimburse us immediately upon demand the transaction amount that has been returned to us;
2. You will reimburse us for any fees imposed by Your financial institution as a result of the return;
3. You will reimburse us for any fees incurred 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.

M. Service termination, cancellation or suspension

In the event You wish to unenroll in the Bill Pay Service, You may do so by notifying Your banker or You may contact Customer Support via 1 of the following:

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

Any payment(s) We have already processed before the requested cancellation date will be completed. All Scheduled Payments including recurring payments will not be processed once the Bill Pay Service is cancelled. We may terminate or suspend the Bill Pay Service to You at any time. Neither termination nor suspension will affect Your liability or obligations under this Agreement.

N. Payee information

We reserve the right to refuse to pay any Payee to whom You may direct a payment. We will notify You promptly if We decide 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.

O. Returned payments

In using the Bill Pay Service, You understand that Payees and/or the U.S. Postal Service may return payments to us 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. We will use our 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 us.

P. Information authorization

Your enrollment in the Bill Pay Service may not be fulfilled if We cannot verify Your identity or other necessary information. In addition, You agree that We reserve 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).

Q. No waiver

We will not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission on our part 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 1 occasion will not be construed as a bar or waiver of any rights or remedies on future occasions.

R. 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 OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT WILL WE 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 BILL PAY SERVICE.

33. Additional mobile banking terms and conditions

1. The Mobile Banking Service is separate and apart from any other charges that may be assessed by Your wireless carrier for text messages sent to or received from Bremer. You are responsible for any fees or other charges that Your wireless carrier may charge for any related data message services, including without limitation for short message service.
2. You and Bremer are solely responsible for the content transmitted through the text messages sent to and from Bremer. You must provide source indication in any messages You send (e.g., mobile telephone number, "From" field in text messages, etc.)
3. In order to use the Mobile Banking Service, You must provide us with (and maintain) a valid mobile phone number, which You are the owner of or have the delegated legal authority to act on behalf of the mobile

subscriber.

4. Customer experience and certain services may differ when using a Mobile Device or Mobile Application versus Online Banking. For those Online Services accessible through Your Mobile Device, the Online Services may use different terminology and appear in different formats when viewed through Your Mobile Device. You may be required to follow different instructions to access Online Services through Your Mobile Device.
5. You represent that You are the owner or authorized user of the Mobile Device You use to receive our Online Services, and that You are authorized to approve the applicable charges. You agree that We may send messages, including push notifications, through Your wireless provider to You and that Your wireless provider is acting as Your agent when sending and receiving messages. We may use the telephone or mobile phone number, email address or other delivery location We have in our records for You or other such information as You may provide to us to contact You for Online Banking and Mobile Banking.
6. Your wireless provider's standard rates apply to internet access, including messaging rates that apply to SMS usage. We do not charge for any content; however, downloadable content may incur additional charges from Your wireless provider. Please contact Your wireless provider for information about Your internet access and messaging plans. Your wireless provider may impose internet access, message and/or charge limitations that are outside of our control. All such charges are billed by and payable to Your wireless provider. You are responsible for any charges from Your wireless provider. We are not responsible for any damages resulting from Your failure to comply with any terms and conditions of Your wireless provider.
7. You understand and agree that Mobile Banking messages may not be encrypted and may contain personal or confidential information about You, such as Your mobile phone number, Your wireless provider's name, and the date, time and content of any mobile banking messages including Account activity and status of Your Accounts and other information that You or We may provide. We may use this information to contact You and to provide the services You request from us, and to otherwise operate, develop and improve the Online Banking Service and Mobile Banking Service. Your wireless provider and other service providers may also collect data from Your Mobile Banking usage, and their practices are governed by their own policies. We are not responsible or liable for the acts or policies of such service providers. We will only use the information You provide to us from Your Mobile Banking usage in connection with our Online Banking Service and Mobile Banking Service. Nonetheless, We reserve the right at all times to disclose any information as necessary to satisfy any law, regulation or governmental request, to avoid liability, or to protect our rights or property. When You complete forms online or otherwise provide us with information in connection with our Online Banking Service and Mobile Banking Service, You agree to provide accurate, complete and true information. We will not be responsible or liable for losses or damages arising from any disclosure of Your Account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the messages sent through Online Banking and Mobile Banking.

34. End User License Agreement terms for the downloadable app

Mobile Banking is powered through a mobile technology solution provided by a third-party provider/licensor to Bremer ("Licensor"). By enrolling in and/or using the Mobile Banking Service and/or Mobile Deposit Service through the Mobile Application, You acknowledge and agree to these End User License Agreement Terms ("End User License Agreement"), which constitutes a legal agreement between You and Licensor.

A. Ownership

You acknowledge and agree Licensor is the owner of all rights, title and interest in and to the downloaded Software to be used for access to the Mobile Banking Service from Bremer and the computer programs contained therein in machine-readable, object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to You (if any), regardless of the media or form in which they may exist (collectively the "Software").

Bremer is not responsible or liable for the acts, omissions, systems or services provided by the Licensor or any of the provisions of this End User License Agreement, which is the responsibility of the Licensor.

B. License

Subject to the terms and conditions of this Agreement, You are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to You by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle You to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement

may be terminated at any time, for any reason or no reason. Upon termination, You agree to immediately destroy all copies of the Software in Your possession or control.

C. Restrictions

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

D. Disclaimer warranty

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

E. Limitations of warranty

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

F. U.S. government restricted rights

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

G. Content and services

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

35. Mobile Deposit Service

A. Service definition

The mobile deposit service ("Mobile Deposit Service") allows You to make deposits of the electronic image of a check or substitute check (each an "item") to Your eligible Accounts by capturing an electronic image of the item with a capture device (such as a camera) on Your Mobile Device and submitting images and associated information to us for processing. All terms and conditions of the Mobile Banking Service provided above apply to the Mobile Deposit Service.

B. Eligible items

You agree:

1. To deposit only images that originated as paper checks, and no third-party or electronic checks may be deposited using the Mobile Deposit Service;
2. To implement and maintain Mobile Device security measures, including but not limited to using strong passwords and ensuring Your Mobile Device has updated security software;
3. To keep Your email address updated within Online Banking and Mobile Banking;
4. To properly endorse all items using the Mobile Deposit Service as stated in Section F below;

5. Not to deposit items into Your Account unless You have authority to do so;
6. That You will not redeposit, otherwise transfer or negotiate the original item after You submit an item for deposit using the Mobile Deposit Service;
7. After You submit an item for deposit, You are solely responsible for the storage or destruction of the original item as further provided below;
8. The electronic image of the item will become the legal representation of the item for all purposes;
9. Any image We receive accurately and legibly represents all of the information on the front and back sides of the original item as originally drawn; and
10. To promptly provide us with a written notice of any claim You receive regarding the Mobile Deposit Service.

C. Deposit restrictions and limitations

You agree not to use the Mobile Deposit Service to deposit any of the following items:

1. Items payable to any person or entity other than the Account owner(s);
2. Items drawn on a financial institution located outside the United States;
3. Items containing obvious alteration to any of the fields on the front of the item, or which You know or suspect, or should know or suspect, are fraudulent; or
4. Money orders, traveler's checks, official checks and foreign dollar checks.

Deposit limitations do apply and are displayed within the Mobile Application.

D. Contact

Bremer Bank will notify You via the email address that You provided within Online Banking. You agree that this email address is up to date and that it is a valid email address at which to contact You. You may update Your email by selecting the "More" menu, then going to the "Settings and Security" page and selecting the "Contact Information" tab. We will notify You by email after a deposit has been received, approved and/or declined. We may also contact You by this email address if necessary to resolve any deposit disputes.

E. Image quality

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

- Further transmit the item and data in the form received from You;
- Repair or attempt to repair the item or data and then further transmit it;
- Process the item as photocopies in lieu of originals; or
- Return the data and item to You unprocessed and charge back Your Account.

F. Endorsement

You agree to properly endorse all items captured and submitted using the Mobile Deposit Service. This should include a signature(s) from the named Payee(s). It is also suggested that You write "For Bremer Bank Mobile Deposit Only."

G. Receipt of deposit and processing time

We may return or refuse to accept all or any part of a deposit to Your Account using the Service at any time and will not be liable for doing so even if such action causes outstanding checks or other debits to Your Account to be dishonored and returned. Images of items transmitted by You are not considered received by us until You receive an electronic confirmation of the receipt of the deposit from us. Receipt of the confirmation from us does not mean that the transmission was error free or complete; You may still receive a declined deposit email if the deposit is outside our guidelines. Items received before 6:00 p.m. CT on a business day will be treated as deposited on that business day. Items received 6:00 p.m. CT or after or on a non-business day will be treated as deposited on the next business day. Once items have been received through the Mobile Deposit Service, they are subject to our Funds Availability Policy. Please refer to Your Personal Account Agreement for our Funds Availability Policy.

H. Disposal of transmitted items

You are responsible for retaining each original item in a safe and secure environment in accordance with applicable laws as in effect from time to time. You will store the original items and take appropriate measures to

ensure they are not deposited a second time. You will promptly (but in any event within 5 business days) provide any retained original item to us as requested to aid in the clearing and collection process to resolve claims by third parties with respect to any item or as We otherwise deem necessary. After 45 days following transmittal to us and receipt of a confirmation from us that the image of the item has been received, You agree to mark the item as "VOID" and properly dispose it to ensure it is not presented for deposit again.

I. Errors

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

36. Zelle Network® Standard Terms Addendum to Bremer Enrollment Terms and Conditions ("Bremer Bank Zelle Addendum")

By enrolling in and/or using Zelle Service through Online Banking or Mobile Banking, You acknowledge and agree to the terms and conditions of this Bremer Bank Zelle Addendum.

A. Description of Zelle Services

- i. The Zelle Network® ("Zelle®") is a convenient way to send and receive money with others you trust. Zelle enables You to send and receive money with customers who are enrolled with Us or with another financial institution that partners with Zelle (each, a "User") using aliases, such as email addresses, mobile phone numbers, or other unique identifiers (the "Zelle Service"). We will refer to financial institutions that have partnered with Zelle as "Network Financial Institutions."
- ii. Zelle provides no deposit account or other financial Zelle Services. Zelle neither transfers nor moves money. You may not establish a financial account with Zelle of any kind. All money will be transferred by a Network Bank.
- iii. THE ZELLE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE ZELLE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

B. Eligibility and User profile

When You enroll to use the Zelle Service, You agree to the terms and conditions of this Bremer Bank Zelle Addendum. You represent that You have the authority to authorize debits and credits to the enrolled bank Account.

You agree that You will not use the Zelle Service to send money to anyone to whom You are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and You agree that You will not use the Zelle Service to request money from anyone for any such payments. You agree that You will not authorize a third party to use the Zelle Service or share Your credentials with a third party to use the Zelle Service on Your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney. Zelle and we reserve the right to terminate, suspend, or limit Your access to or use of the Zelle Service at any time and without prior notice, including for reasons involving Your use of the Zelle Service at any Network Financial Institution which may be deemed to be illegal, improper, brand damaging or potentially exposing us, Zelle, or the financial system to risk.

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

Content Standards: You agree that You will not use the Zelle Service in any way, or upload or provide content or otherwise post, transmit, distribute, or disseminate through the Zelle Service any material, that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with Zelle, as determined by Zelle in its sole discretion; or (f) in Zelle or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the

Zelle Service, or which may expose us, Zelle or our respective affiliates or customers to harm or liability of any nature.

Although neither we nor Zelle® have any obligation to monitor any content, both we and Zelle have absolute discretion to remove content at any time and for any reason without notice. We and Zelle may also monitor such content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Zelle Service, You may be exposed to content that is offensive, indecent, or objectionable. We and Zelle are not responsible for, and assume no liability, for any content, including any loss or damage to any of your content. We and Zelle make no representation or warranty that content uploaded to a User profile accurately identifies a particular User of the Zelle Service.

The Zelle Service may include functionality for You to use a unique alpha-numeric identifier to Your registered User profile to be used in lieu of Your mobile phone number or email address when sending, receiving, or requesting money, which will be Your Zelle tag. Each Zelle tag must have an eligible U.S. mobile phone number associated with it and there will be a limit on the number of Zelle tags You may use. Your Zelle tag must meet the Content Standards. You may not select a Zelle tag that misleads or deceives other Users of the Zelle Service as to Your identity, or otherwise. Although neither we nor Zelle have any obligation to monitor User Zelle tags, both we and Zelle have absolute discretion to remove a User Zelle tag at any time and for any reason without notice. We and Zelle may require You to change Your Zelle tag in our sole discretion, and we may elect to make a Zelle tag unavailable to You, without any liability to You. We and Zelle may also monitor User Zelle tags to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Zelle Service, You may be exposed to a Zelle tag that is offensive, indecent, or objectionable. We and Zelle are not responsible for, and assume no liability, for any User Zelle tags, including any loss or damage caused thereby. We and Zelle make no representation or warranty that a User Zelle tag accurately identifies a particular User of the Zelle Service. We respect the intellectual property of others and require that users of the Zelle Service comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or Zelle Services for users who use or publish content on the Zelle Service that is subject to intellectual property rights claims.

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

Further, We have the right to suspend the Zelle Service immediately in the event of an emergency or in the event of acts or circumstances beyond our control. Any termination will not affect any obligations arising prior to termination, such as an obligation to process any items that were processed or in the process of being transmitted or collected prior to the termination date, or any returns prior to termination. In order to use this Zelle Service, You must have an eligible deposit Account with Bremer Bank. In order to receive fund transfers into Your deposit Account, that Account must be in good standing. In order to transfer funds out of Your deposit Account to another individual, You must have an available balance in that Account.

C. Consent to use and disclose personal information (including Account information)

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

In particular, if You:

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

You are also authorizing all Network Financial Institutions and Zelle® to associate that email address, mobile phone number or Zelle® tag with You and with Your bank Accounts.

You agree that We may provide information about You to:

- Any User You contact or attempt to contact, communicate or attempt to communicate with, send or attempt to send funds to, or receive or attempt to receive funds from, using the Zelle Service, and

- Any User's Network Bank, Zelle®, or any other person engaged in processing, facilitating, or delivering transactions initiated through the Zelle Service to which You are a party.

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

D. Privacy and information security

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

E. Wireless operator data

We or Zelle® may use information on file with Your wireless operator to further verify Your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Zelle Service. By using the Zelle Service, You authorize Your wireless carrier to use or disclose information about Your account and Your wireless device, if available to Zelle or its service provider for the duration of Your business relationship, solely to help them identify You or Your wireless device and to prevent fraud.

F. Enrolling in the Zelle Service

1. You must provide us with an email address that You regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent U.S. mobile phone number that You intend to use for an extended period of time (i.e. no "burner" numbers). You may not enroll in the Zelle Service with a landline phone number, Google Voice number or Voice over Internet Protocol (VoIP).
2. Once enrolled, You may: i. authorize a debit of Your Account to send money to another User either at Your initiation or at the request of that User; and ii. receive money from another User either at that User's initiation or at Your request, subject to the conditions of the Section below titled "Requesting Money."
3. If at any time while You are enrolled, You do not send or receive money using the Zelle Service for a period of 18 consecutive months, We may contact You and/or take other steps to confirm that the U.S. mobile phone number or email address that You enrolled still belongs to You. If We are unable to confirm that You are the owner of the mobile phone number or email address, or We receive information that You are not the owner of the mobile number or email address, then You understand that We may cancel Your enrollment and You will not be able to send or receive money with the Zelle Service until You enroll again.
4. Once enrolled, a "Z" logo will appear on Your profile picture for each U.S. mobile number and/or email address that You have enrolled with Zelle. The "Z" logo will be displayed to other Users to aid them in determining which of Your U.S. mobile numbers or email addresses should be used to send money with Zelle. If a User sends You money using a different U.S. mobile number or email address that they may have for You (one that is not already enrolled), You will receive a message with instructions on how to enroll with Zelle.
5. If You enroll for the Zelle Service and select to use a Zelle tag, the mobile phone number associated with Your User profile will be used as the contact method for communication related to the Zelle Service and must meet the requirements described herein.

G. Consent to emails and automated text messages

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

1. You are responsible for any fees or other charges that Your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check Your mobile service agreement for details or applicable fees.
2. You will immediately notify us if any email address or mobile phone number You have enrolled or is used as a contact method for a Zelle® tag is (i) surrendered by You, or (ii) changed by You.
3. In the case of any messages that You may send through either us or Zelle or that We may send or Zelle may

send on Your behalf to an email address or mobile phone number, You represent that You have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that We send or that Zelle sends on Your behalf may include Your name.

4. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle, including messages that You may send through us or through Zelle or that We may send or Zelle may send on Your behalf.
5. To cancel text messaging from us, send "STOP" to 20736. For help or information, text "HELP" to 20736 or contact our Customer Support at 800-908-2265. You expressly consent to receipt of a text message to confirm Your "STOP" request.
6. Supported Carriers: AT&T, Sprint, T-Mobile, UScellular, Verizon or any other branded wireless operator.

H. Receiving money; money transfers by Network Banks

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

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

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

We have no control over the actions of other Users, the Network Operator or other Network Financial Institutions that could delay or prevent a transfer of money to You.

I. Sending money; debits by Network Banks

You may send money to another User at Your initiation or in response to that User's request for money. You understand that use of this Zelle Service by You shall at all times be subject to (i) this Bremer Bank Zelle Addendum and (ii) Your express authorization at the time of the transaction for us to initiate a debit entry to Your bank Account. You understand that when You send the payment, You will have no ability to stop it. You may only cancel a payment if the person to whom You sent the money has not yet enrolled in the Service with the email address or U.S. mobile number to which You initiated the payment. If the person You sent money to has already enrolled with Zelle, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked. We therefore recommend that You use the Service to send money only to people You know and trust.

In most cases, when You are sending money to another enrolled User, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect You, Us, Zelle, the other Network Banks, and other Zelle users, we may need additional time to verify Your identity or the identity of the person receiving the money. If You are sending money to someone who has not enrolled as a User with Zelle, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom You are sending money and who is not enrolling as a User may fail to enroll with Zelle®, or otherwise ignore the payment notification, and the transfer may not occur.

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

Neither we nor Zelle have control over the actions of other Users or other Network Financial Institutions that could delay or prevent Your money from being delivered to the intended User.

J. Liability

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

the Service.

THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE DOES NOT OFFER PURCHASE PROTECTION FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED). REIMBURSEMENT IS AVAILABLE FOR UNAUTHORIZED TRANSACTIONS OR TRANSACTIONS RESULTING FROM CERTAIN QUALIFYING IMPOSTER SCAMS. CONTACT US TO DISPUTE A TRANSACTION.

K. Send limits

You may not make transfers in excess of the limits described below. The amount of money You can send may vary based on the type of deposit Account You use. Transfers made from a Bremer Bank deposit Account may be made up to a daily transaction limit of \$300 and a daily aggregate dollar limit of \$1,000. We reserve the right to change the send limits at any time without notice to You.

L. Requesting money

You may request money from another User. You understand and acknowledge that Users to whom You send payment requests may reject or ignore Your request. Neither We nor Zelle guarantee that You will receive money from other Users by sending a payment request, or that You will receive the amount that You request. Neither We nor Zelle accept responsibility if the other User rejects or ignores Your request or sends You an amount that is less than You request. If a User ignores Your request, We may decide or Zelle may decide, in our discretion, that We will not send a reminder or repeat request to that User.

By accepting this Bremer Bank Zelle Addendum, You agree that You are not engaging in the business of debt collection by attempting to use the Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that You send that is related to overdue or delinquent amounts.

You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by us or by Zelle. Neither we nor Zelle assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on Your behalf or on behalf of the sender of a request for money.

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

M. Transaction errors

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

N. Your liability for unauthorized transfers (Electronic funds transfer provisions applicable to consumers)

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

O. Liability for failure to complete transfers

We do not make any representation or warranty that any particular transfer transaction can be completed, or that

it can be completed within a particular period of time. You understand and agree that We have no control over the actions of other persons, or of other financial institutions (including other persons' financial institutions), that may prevent a transfer transaction from being completed, or may delay its completion. You understand and agree that We may not be able to complete a transfer transaction if:

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

Upon learning that a transfer transaction to transfer funds from Your deposit Account to another person cannot be completed for any reason, We may make a reasonable effort to complete the payment again. If the transfer transaction is not completed, We will notify You to contact Your intended recipient.

If You do not have enough money in Your deposit Account to make a transfer transaction, We may reject Your request to initiate the transfer transaction.

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

P. Fees

We do not charge a fee for using the Zelle Service. In addition, fees may apply if You use the transfer service through another financial institution or through Zelle's separate transfer service website or mobile app. We reserve the right to assess fees in connection with the transfer service in the future. If We do assess fees, We will give You reasonable notice as required by law and deduct any applicable fees from the deposit Account used for the transfer transaction.

Q. Use of our Online Banking Website and/or Mobile Application

You agree to access this website and/or Mobile Application in compliance with our Digital Services Agreement and incorporated into and made part of this Bremer Bank Zelle Addendum by this reference. Please refer to our Digital Services Agreement by visiting bremer.com/terms.

R. Cancellation of the Zelle Service

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

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

S. Right to terminate access

We reserve the right to discontinue the Zelle Service at any time without notice. We may suspend or terminate the Zelle Service to You if We believe You are in breach of our End User Terms, the Service Agreement or Your Account agreement with us.

T. Disclaimer of warranties

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, NEITHER WE NOR ZELLE® MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE ZELLE SERVICE. WE AND ZELLE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. NEITHER WE NOR ZELLE WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

U. Limitation of liability

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

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

V. Indemnification

You acknowledge and agree that You are personally responsible for Your conduct while using the Zelle Service, and except as otherwise provided in this Bremer Bank Zelle Addendum, You agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of Your use, misuse, errors, or inability to use the Zelle Service, or any violation by You of the terms of this Bremer Bank Zelle Addendum.

W. Governing law; choice of law; severability

Please refer to Section 20(E) above regarding governing law and venue.

X. Miscellaneous

Subject to the terms of this Bremer Bank Zelle Addendum, the Services are generally available 24 hours a day, 7 days a week with the exception of outages for maintenance and circumstances beyond our or Zelle's control. Live customer service generally will be available Monday through Friday, excluding U.S. bank holidays.

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