



Banking your way.

## ONLINE BANKING AGREEMENT AND DISCLOSURE STATEMENT

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This agreement states the terms and conditions that apply when you use Midwest Bank's Online Banking (Internet Banking Service). These terms and conditions are in addition to those that apply to any accounts you have with us or any services you obtain from us. You must follow all of our instructions and procedures applicable to the services covered under this agreement. By clicking on "I agree" you state that the Tax ID number used to enroll in Online Banking is your own or the business/company that you represent. Midwest Bank is not liable or responsible for any enrollments containing misrepresented information.

The terms "you" and "your" mean each person who establishes an Online Banking customer account with us, or who uses or is authorized to use a Online Banking User ID and password or any other means of access you establish. The term Online Banking Service means our Online Banking, Bill Pay, and Mobile Banking Services that you access over the Internet by means of a personal computer or any other means we authorize or allow. Online Banking allows you to make payments, transfer funds, access accounts, obtain information, and perform other items, including, but not limited to changing addresses and viewing statements. Bill payment allows you to initiate payments from your designated Midwest Bank account to third parties that you authorized in advance.

### MOBILE BANKING

You may also use the Service(s) through our Mobile Banking feature. Mobile Banking provides much of the same functionality available through Midwest Banks Online Banking. Unless the context clearly requires otherwise, all references to the Service herein also refers to the Mobile Banking feature.

### ONLINE BANKING LOGIN ID AND PASSWORD

To access our Online Banking Service, you must use the User ID and/or other means of access provided for your Online Banking customer account, together with a password. It is your responsibility to safeguard the User ID and password you provide. Anyone who is given or obtains access to your User ID and password or other means of access will have full access to your accounts.

### ONLINE BANKING SECURITY FEATURES

You agree to use our additional security features. Along with your User ID and Password Online Banking will use security questions as part of the authentication process.

Cash Management customers with access to ACH and/or wires will have additional security requirements noted in the Cash Management Agreement.

Midwest Bank will not generate unsolicited emails requesting your login credentials. Please do not respond to unsolicited emails requesting personal information.

### ALERTS

The Alert option allows you to request and receive messages about your account. For security and informational purposes Midwest Bank may send automated alerts to your primary email account. Although Alerts are designed to give timely notice of specific events, they may not provide immediate notice. It is recommended to maintain a current email address to receive alerts. If you use or rely on Alerts, you do so at your own risk.

### ONLINE BANKING ACCOUNT OWNER INFORMATION

Online Banking is an individual Service and each owner of an account should use their own Online Banking access.

### MULTIPLE SIGNATURE WAIVER

By using Online Banking, you and/or your entity are waiving any multiple signature requirements and are accepting full responsibility for all Online Banking transactions. You and/or your entity do not hold Midwest Bank liable for any transaction(s) that is/are not of mutual consent of the authorized individuals for your account(s) with the bank.

## **ONLINE BANKING FUNCTIONS**

You, or anyone you have authorized by giving them your User ID and password or other means of access, may perform the following transactions:

- Make transfers between your qualifying accounts to the extent authorized.
- Obtain information that we make available about your qualifying accounts.
- Obtain other services and perform any other transactions that we authorize.

Note: We are not bound by any limitation on authority you may have placed upon the person to whom you have authorized.

## **LIMITS ON ONLINE BANKING TRANSACTIONS**

- You must have enough money in the account from which you instruct us to make a payment or transfer. If you do not have funds sufficient to cover the amount of your transfer or payment request, we may but are not obligated to complete the transfer or payment.
- Savings and Money Market accounts are limited to six (6) transfers or withdrawals by check, debit card, or similar order payable to third parties each monthly statement cycle.
- You also agree to be bound by any other terms and conditions you received when you opened your deposit account, or that you may have received subsequent to opening your deposit account.

## **SYSTEM ACKNOWLEDGEMENTS AND RESPONSIBILITIES**

It is important to understand your responsibility for obtaining, maintaining and updating the necessary hardware and related equipment needed to access the Online Banking System. You agree to insure that periodic anti-virus/anti-malware scans are performed and systems/software are patched with any available security updates. Midwest Bank is not responsible for any electronic Virus/Malware that you may encounter. We encourage our customers to routinely scan their PC, diskettes, and other access devices using a reliable product to detect and remove any threats. Undetected or unrepaired viruses may corrupt and destroy programs, files and even hardware. Additionally, you may unintentionally transmit the virus to other computers and/or devices.

In addition you agree to take every precaution to ensure the safety, security and integrity of your Account and transactions when using Online Banking. You agree not to leave your Online Banking session or mobile device unattended while logged in and to log off immediately at the completion of each access.

## **OUR LIABILITY FOR FAILURE TO COMPLETE PAYMENTS OR TRANSFERS**

If we do not complete a payment or transfer from your account on time or in the correct amount or to the correct payee we will be liable for your losses and damages. However, there are some exceptions. We will not be liable if:

- Through no fault of ours, you do not have enough money available in the account from which the transfer or payment is to be made, or if the account from which the transfer or payment is to be made is closed or is not in good standing.
- We reverse a payment or transfer due to insufficient funds or any payment or transfer would cause you to exceed the credit limit of any of your accounts.
- If your equipment or ours is not working properly and the breakdown should have been apparent to you when you attempted to complete the transaction.
- You have not given us complete, correct and current account numbers or other identifying information to allow us to properly credit your account or otherwise complete the transaction.
- You provide us with wrong, incomplete or inaccurate information or fail to correct or tell us about any inaccuracy in the information you provide us, provided you were aware of the inaccuracy.
- You do not completely and properly follow our instructions.
- You do not contact us soon enough for your transfer or payment to be received and credited by the time it is due.
- The funds in the account from which a payment or transfer is to be made is subject to legal process or other claims or restrictions, whether civil or governmental that restrict the transaction, or circumstances beyond our control prevent, delay, intercept, or alter the transaction, despite reasonable precautions we have taken.
- The failure was due to natural causes, fire, flood, telephone line or other communication device failure, computer failure, or other circumstances beyond our control.

- We have legitimate reason to believe that the requested transaction is unauthorized.
- We have legitimate reason to believe that the requested transaction is fraudulent, or otherwise illegal.

We also will not be liable for any incidental or consequential damages resulting from our failure to complete your transfer or payment request.

## **YOUR LIABILITY AND INDEMNITY**

You warrant that you will perform your obligations under this Agreement consistent with all applicable Bank rules and regulations. You also warrant that all information you provide us is accurate, timely, and has been authorized by you. In the event that you breach any of the foregoing warranties, you agree to indemnify Midwest Bank against any loss, liability or expense. You also agree to hold Midwest Bank harmless for any and all acts of employees or other persons to whom you grant access to your Online Banking Account. You consent, by execution of this agreement, to disclosure of your customer information to those who you allow access to your accounts.

## **BUSINESS DAYS/HOURS OF ACCESS**

Our Online Banking service is normally available 24 hours per day, 7 days per week; however, we only process transactions and update information on business days. Our business days are Monday through Friday, except federal holidays. Transfers made after 4:00 PM CST will be processed on the next business day. Some or all system services may not be available occasionally due to emergency or scheduled system maintenance. Regular system maintenance is typically scheduled Sunday's and/or Wednesday's from 1:00am-4:00am CST.

## **STATEMENTS**

Your Online Banking payments and transfers will be indicated on the periodic statements that we provide. You will receive a monthly statement for your checking account. You will receive a quarterly savings account statement unless there are transfers or other payments from your Online Banking Savings Account, in which case you will receive a monthly savings statement. You agree to notify us promptly if you change your address, or if you believe that there are any errors or unauthorized transactions on any statement.

## **CHARGE FOR TRANSACTIONS**

- There is no charge for Online Banking.
- There is no charge for Basic Bill Pay; however, if you select special services such as Bill Pay overnight check deliveries or use Popmoney fees may apply.

Upon proper and legally required notice, we reserve the right to change our fee schedule.

## **UNAUTHORIZED TRANSACTIONS OR LOSS OR THEFT OF YOUR ONLINE BANKING LOGIN ID OR PASSWORD**

If you believe your Online Banking User ID or Password, or any other means of access to your account(s) have been lost, stolen, or that someone else has used them without your approval, call us at 218-847-4771, or any Midwest Bank Office, during normal business hours, or write us at PO Box 703 Detroit Lakes, MN 56502-0703. Contacting us immediately by telephone is the best way to reduce your possible losses.

If you notify us of a loss, your liability for unauthorized transactions or payments will be as follows:

- If you notify us within two business days of discovering the loss you can lose no more than \$50.00 if someone used your Online Banking User ID and Password without your permission.
- If someone else uses your Online Banking User ID and Password without your permission, you could lose as much as \$500.00 if you do not contact us within two business days after discovering the loss; provided that the loss could have been prevented had the bank been notified within the two day period.
- If your statement shows transfers or payments that you did not make or authorize, contact us at once. If you fail to notify us within sixty (60) days after your first statement showing such a transfer was provided to you, you may not get back any funds after the 60 days if we can prove that contacting us would have prevented those losses.

If you have given someone your Online Banking User ID and Password or other means of access and want to terminate that person's access, you must change your password. Until you change your password, that person will have full access to your Online Banking accounts.

## **BILL PAYMENT SERVICES**

If you enroll for Bill Pay, you will be required to accept separate Terms and Conditions.

When Bill Pay receives payment instructions, payments will be remitted on your behalf from the funds in your designated Midwest Bank account. Any payments made through Bill Pay require sufficient time to be processed. Midwest Bank shall not be responsible for any late fees, additional interest, any other charges imposed, or any action taken by a payee resulting from payments that have not been properly scheduled. Similarly, Midwest Bank is not responsible for any charges, fees, damages, or consequences (including, but not limited to overdraft fees, return check fees, or returned checks).

If there are insufficient funds in your designated Bill Pay account, we may refuse to pay the item or may make the payment and overdraw your account. You are responsible for any loss or penalty that may occur due to a lack of sufficient funds in your account or any other conditions that may prevent withdrawal of funds from your account.

You may terminate your Bill Pay at any time upon giving Midwest Bank notice of your intent to terminate this agreement. If you terminate your Agreement you authorize us to continue making bill payments that you have previously authorized until we have had a reasonable period to act upon your termination request. Once we have acted upon your termination request, we will make no further Bill Pay payments. The bank may terminate or suspend your use of Bill Pay at any time and for any reason or no reason. If we terminate the use of Bill Pay, we reserve the right to make no further bill payments from your account, including any payments that you may have previously authorized. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

## **OTHER TERMS**

When you enroll in Midwest Bank's Online Banking, you will confirm your agreement to be bound by the terms and conditions of this Online Banking Agreement and Disclosure Statement. You understand that by using Midwest Bank's Online Banking, you have agreed to the terms and conditions of this Agreement and that no signature by you is required on this Agreement.

Midwest Bank may update or introduce new Online Banking services. When this occurs, you will be notified of any such change as required by applicable law, either by mail or by an electronic message. You understand that by using Midwest Bank's Online Banking after a change becomes effective, you have agreed to it.

You may terminate your Online Banking Agreement at any time upon giving Midwest Bank notice of your intent to terminate this agreement. If you terminate your Agreement you authorize us to continue making transfers and bill payments that you have previously authorized until we have had a reasonable period to act upon your termination request. Once we have acted upon your termination request, we will make no further transfers or payments from your Online Banking Account.

We may terminate or suspend this agreement at any time and for any reason or no reason. If we terminate the use of your Online Banking Account, we reserve the right to make no further transfers or payments from your account, including any transfers or payments that you may have previously authorized. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement. After six months of inactivity, your Online Banking will be considered Inactive. We reserve the right to terminate your Inactive Online Banking upon banks discretion.

If any provision of this agreement shall be rendered unenforceable, the remaining provisions shall continue to apply.

You agree that you have reviewed an electronic version of this agreement, and that you will abide to all terms and conditions contained therein at all times. If you do not have access to print a copy of this agreement you may request a copy by contacting any of our Midwest Bank locations.