

ONLINE ACCESS and BILL PAY AGREEMENT

Consent to Electronic Delivery of Notices: You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically to you by posting the notice on the Dakota Western Bank website or by email. You may withdraw consent to receive this disclosure electronically at any time without incurring a fee; however, your access to the Online Banking Service will be terminated at that point. You agree to notify us immediately of any change in your email address by contacting any of the Dakota Western Bank branches. You have the right to have the Regulation E Disclosure provided to you in paper or non-electronic form. After the initial account opening, you may, upon request, obtain a paper copy of any electronically provided disclosure (including the Regulation E Disclosure), by contacting any of the Dakota Western Bank branches. Dakota Western Bank does not charge for this service at this time. If Dakota Western Bank decides to charge for this service at a later date, you will be notified in advance of implementation.

System Requirements: In order to use the Online Banking Service, you need a computer, your assigned User ID and password (provided to you by Dakota Western Bank), and an email address. The following browsers are supported:

Retail Online: Apple Safari 4.0, Apple Safari 5.0, Apple Safari 5.0 for Mac, Chrome 15.0, Chrome 16.0, Firefox 3.5, Firefox 4.0, Firefox 7.0, Firefox 8.0, Google Chrome 9.0, Microsoft Internet Explorer 7.0, Microsoft Internet Explorer 8.0, Microsoft Internet Explorer 9.0, Microsoft Internet Explorer 10.0, Microsoft Internet Explorer 11.0, Opera 10.0, Opera 11.0. **Business Online:** Apple Safari 5.0 on PC, Apple Safari 5.0 for Mac, Firefox 4.0 or higher, Firefox 6.0, Google Chrome 12.0, Google Chrome 12.0 for Mac, Google Chrome 9.0 or higher, Microsoft Internet Explorer 7.0, Microsoft Internet Explorer 8.0, Microsoft Internet Explorer 9.0, Microsoft Internet Explorer 10.0, Microsoft Internet Explorer 11.0, Opera 11.0, Opera 11.0 or higher. The following operating systems are supported: Microsoft Windows 7 - 32 bit - All Editions, Microsoft Windows Vista - 32 bit – Business, Microsoft Windows XP - 32 bit - Professional Edition, MAC OS. In addition, you should have the latest version of Java installed for your Operating System. The recommended display resolution is 800x600.

DWB is not responsible for any fees incurred for Internet access, or for any computer virus or related problems that may be attributable to serviced provided by any Internet access service provider. You are responsible for obtaining, installing, maintaining, and operating all computer hardware and software necessary for performing Online Banking. Dakota Western Bank will not be responsible for any errors or failures from the malfunction or failure of your hardware or software.

Your Password: For security purposes, you are required to change your password upon your initial login to Online Banking. You determine what password you will use and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your access to Online Banking will be frozen; after ten minutes, you will have another three attempts. If the login is unsuccessful, the account will be frozen for another ten minutes, at which point you will have three final attempts. After these unsuccessful attempts, your access to Online Banking will be revoked. To re-establish your authorization, you must contact Dakota Western Bank to have your password re-set or to obtain a new temporary password. We require that you create a password that has between 8 and 17 characters, utilizes both upper and lower case alpha, a numeric, and a special character for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down. If your password has been lost or stolen, call Dakota Western Bank immediately at 701.523.5803.

Posting of Transfers: Transfers initiated through Online Banking before 7:00 PM (Mountain Standard Time) on a business day are posted to your account the same day.

Hours of Access: You can use Online Banking seven days a week, twenty-four hours a day, although some or all services may not be available occasionally due to emergency or scheduled system maintenance. Special maintenance and upgrade periods are generally scheduled between 1:00AM and 6:00AM CST Thursday or 1:00AM and 6:00AM CST Monday. We agree to post notice of any extended periods of non-availability on our website.

Account History: Transactional information for your accounts will be available from Online Banking for a maximum of eighteen statement cycles from the date of inquiry.

Overdrafts (Order of Payments, Transfers and other Withdrawals): If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then: (a) Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority; (b) Electronic funds transfers initiated through Online Banking which would result in an overdraft of your account may, at our discretion, be cancelled; (c) In the event the electronic fund transfers initiated through Online Banking which would result in an overdraft of your account are not cancelled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

Bill Pay Service: By providing the Bill Pay Service with the names and account information of those entities and/or persons to whom you wish to direct payment, you authorize the service to follow the payment instructions that it receives from you or your authorized user through the Internet Bill Pay Service. When the Service receives a payment instruction, you authorize it to debit your payment account and remit funds on your behalf so that the funds arrive as close to the business day designated by you as soon as reasonably possible.

For this reason, it is necessary that all payment dates selected by you be no less than the actual due date for payments (not the late date and/or a date in the grace period). It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. Payment instructions entered after the cutoff time or on a non-business day will be considered entered in the service on the next business day. If you properly follow the procedures described herein, and the service fails to send a payment according to the payment instructions received, the service will bear responsibility for all late charges. In any other event, including but not limited to choosing a payment date which is past the due date stated on your invoice or bill, the risk of incurring and the responsibility for paying any and all late charges or penalties shall be borne by you.

The Service shall incur no liability if it is unable to complete any payments initiated by you through the service because of the existence of any one or more of the following circumstances:

- You have not properly followed the scheduling instructions, included in this agreement, to make a transfer or the payee refuses the Service;
- For the failure of any payee to correctly account for or credit the payment in a timely manner;
- We have received incomplete or inaccurate information from you or a third party involving the account or transfer;
- For changed to the payee's address or account number (unless you have advised us of the change within three (3) business days in advance);

- We have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring, or if you default under this agreement, the Deposit Account agreement, a credit agreement, or any other agreement with us, or if we or you terminate this agreement;
- Circumstances beyond the service's control (such as, but not limited to, fire, flood, or interference from an outside force) that prevent the proper execution of the transaction and the service has taken reasonable precautions to avoid those circumstances.

Prohibited/Discouraged Payments: Discouraged payments may be scheduled at your own risk. We will not notify you if you attempt to make any of these payments and due to the time-sensitive nature of these payment types we will not be liable if we do not make a prohibited or discouraged payment that you've scheduled:

- Payments to payees outside of the United States or its possessions/territories (prohibited and not issued under any circumstances)
- Tax payments to the Internal Revenue Service or any state or other government agency
- Court ordered payments, such as alimony or child support
- Payments to insurance companies

Disclaimer of Warranty and Limitation of Liability: We make no warranty of any kind, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Online Banking Services provided to you under this Agreement. We do not and can not warrant that Online Banking will operate without errors, or that any or all Internet Banking Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to Online Banking, including loss of profits, revenue, data, or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of Dakota Western Bank and its affiliates exceed the amounts paid by you for the services provided to you through Online Banking.

ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURES

This Agreement and Disclosure is made in compliance with federal law regulating electronic funds transfer (EFT) services. Electronic funds transfers are electronically initiated transfers of money involving an account at Dakota Western Bank. The following disclosures set forth your and our rights and responsibilities concerning the electronic funds transfers. In this Agreement, the words "you" and "your" mean those who sign as applicants or any authorized user(s). The words "we", "us" and "our" mean Dakota Western Bank. The abbreviation "PIN" or word "code" means a personal identification number.

Online Banking

Types of Transactions: You may access certain account(s) you maintain with us by computer using your assigned user ID and password by accessing the Online Banking service. You may use the Online Banking service to perform the following functions: (1) Transfer funds between eligible accounts (2) Obtain balance information on eligible accounts (3) Review transactions on eligible accounts (4) Make loan payments (5) Utilize online bill payment.

Fees and Charges for Online Service: There is no charge for banking online with us.

Mobile Banking

Types of Transactions: You may access certain account(s) you maintain with us with your mobile device using your assigned user ID and password by accessing the Online Banking service. You may use the Mobile Banking service to

perform the following functions: (1) Transfer funds between eligible accounts (2) Obtain balance information on eligible accounts (3) Review transactions on eligible accounts (4) Find branch/ATM locations (5) Utilize online bill payment (6) Make loan payments.

Fees and Charges for Online Service: There is no charge for using mobile banking with us. **Your wireless carrier may assess fees for data, text messaging, or web services. Please consult your wireless plan provider for details.**

Preauthorized Electronic Funds Transfer - Preauthorized EFT

Types of Preauthorized Transfers: You may arrange for us to complete the following preauthorized transfers to your deposit accounts: (1) Accept direct deposits from your employer or other financial institutions to your checking or savings account. (2) Transfer funds between accounts.

Fees and Charges: We do not charge for any preauthorized EFTs. We will charge \$20.00 for each stop-payment order for preauthorized transfers.

ATM/POS Debit Card

Types of Transactions/Transfers: You may use the card and PIN issued you to pay for purchases from merchants who have agreed to accept the card at Point of Sale (POS) terminals within the networks identified on your card and such other terminals as the Bank may designate from time to time. Point of Sale (POS) transactions will be deducted from your Primary Account. Point of Sale (POS) transactions involving a refund will be credited to your Primary Account. You may also use the card to pay for purchases from merchants that accept the POS debit card with a VISA symbol. You may use the automated teller machine (ATM) card and personal identification number (PIN) issued to you to initiate transactions at ATMs of ours, ATMs within the networks identified on your card and such other facilities as we may designate from time to time. Unless you specify a different account during Automated Teller Machine (ATM) transactions, your Primary Account will be used for your transactions. Your Primary Account number and information may be obtained from the Combined ATM/POS/Debit Card Request Form. At present you may use your card to (some of these services may not be available at all ATMs): (1) Withdraw cash from your checking account (2) Withdraw cash from your savings account (3) Transfer funds between your checking and savings accounts (4) Obtain balance information on your deposit accounts.

Your maximum daily dollar limit for withdrawals and purchases will be disclosed to you upon issuance of your card.

Fees and Charges: There is no charge for ATM withdrawals at machines owned by us. There is a \$1.00 charge for each ATM withdrawal at machines we do not own; unless the ATM is linked to a Money Pass Surcharge-Free Network. We do not charge for any POS transactions.

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

Limitations on Frequency and Amount: Transfers from a MONEY MARKET DEPOSIT ACCOUNT or a SAVINGS ACCOUNT to another account or to third parties by preauthorized, automatic, or telephone transfers are limited to six (6) per month or statement cycle. Additionally, for money market deposit accounts, no more than six (6) of these transfers may be made by check, debit card or similar order to third parties.

Other EFT Transactions: You may access certain account(s) you maintain with us by other EFT transaction types as described below.

Electronic Check Conversion: You may authorize a merchant or other payee to make a one-time electronic payment from your account using information from your check to pay for purchases or to pay bills. Electronic check conversion is a payment process in which a merchant or other payee (after obtaining your authorization) uses your check to gather routing, account, and check number information to initiate a one-time EFT. When information from

your check is used to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment. This type of EFT transaction involving a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. A description of the transaction will appear on your statement.

Re-presented Check Transactions and Fees: You may authorize a merchant to electronically collect a fee associated with the re-presentation of a check that is returned due to insufficient or unavailable funds. The resulting fee transaction if debited as an EFT from a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. When a merchant re-presents a check electronically, that transaction is not covered by the Electronic Funds Transfer Act or this disclosure. A description of the transaction will appear on your statement.

The following limitations may be applicable to your accounts, except as provided by law:

Liability for Unauthorized VISA Point of Sale Debit Card Transactions. Tell us, **AT ONCE**, if you believe your VISA point of sale debit card has been lost or stolen or of any unauthorized transactions. Your liability for unauthorized VISA point of sale debit card transactions that take place on the VISA system is Zero dollars (\$0.00). We may require you to provide a written statement regarding claims of unauthorized VISA point of sale debit card transactions. These provisions limiting your liability do not apply to VISA commercial credit cards, ATM transactions, or PIN transactions not processed by VISA; and apply only to cards issued in the United States. With respect to unauthorized transactions, these limits may be exceeded to the extent allowed under applicable law (see **Liability for Unauthorized Transfers** paragraph below) only if we determine that you were grossly negligent or fraudulent in the handling of your account or point of sale debit card. For specific restrictions, limitations, and other details see your Cardholder Agreement. To notify us of lost or stolen cards, or of unauthorized transactions, call or write to us at the telephone number or address set forth below. This will help prevent unauthorized access to your account and minimize any inconvenience.

VISA is a registered trademark of Visa International.

In addition to the limitations set forth above, the following limitations may be applicable to your accounts:

Liability for Unauthorized Transfers: Tell us AT ONCE if you believe your card, ATM PIN, POS card or PIN, Audio Response PIN, or online banking PIN has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses to a minimum. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days after you learn of the loss or theft of your card or code, you can lose no more than \$50.00 if someone used your card or code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or code, and we can prove that we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, including those made by card code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you believe that your card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (701) 523-5803, or write us at Dakota Western Bank, PO Box D, Bowman, ND 58623. You should also call this number or write to this address if you believe a transfer has been made using the information from your check without your permission.

Illegal Transactions: You may not use your ATM, POS, or Debit Card, or other access device for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or

unlawfulness. Notwithstanding the foregoing, we may collect on any debt arising out of any illegal or unlawful transaction.

Business Days: For purposes of these electronic funds transfer disclosures, our business days are Monday through Friday. Holidays are not included.

Documentation:

Periodic Statement: You will get a monthly account statement from us, unless there are no transactions in a particular month. In any case, you will get a statement quarterly. You will get a quarterly statement from us on your savings account if this is the only account you maintain and the only possible electronic transfer to or from the account is a preauthorized deposit.

Terminal Receipt: You can get a receipt at the time you make a transfer to or from your account using an ATM or a POS terminal. However, receipts for transactions of \$15.00 or less may not always be available.

Direct Deposits: If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at (701) 523-5803 to find out whether or not the deposit has been made.

Our Liability for Failure to Make Transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable for instance: (1) If, through no fault of ours, you do not have enough money in your account to make the transfer. (2) If the money in your account is subject to legal process or other claim restricting such transfer. (3) If the transfer would go over the credit limit on your overdraft line. (4) If the ATM where you are making the transfer does not have enough cash. (5) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer. (6) If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions we have taken (7) There may be other exceptions stated in our agreement with you.

In Case of Errors or Questions About Your Electronic Transfers. Telephone us at (701) 523-5803, or write us at Dakota Western Bank, PO Box D, Bowman, ND 58623 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any)
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the error involves a new account. For errors involving new accounts, point of sale debit card

transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

If a notice of error involves unauthorized use of your point of sale debit card with the VISA logo when it is used as a VISA point of sale debit card, we will provide provisional credit within five (5) business days after you notify us instead of within ten (10) or twenty (20) business days. We may withhold providing this accelerated provisional credit, to the extent allowed under applicable law, if the circumstances or account history warrants the delay.

Confidentiality. We will disclose information to third parties about your account or the transfers you make: (1) To complete transfers as necessary; (2) To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant; or (3) To comply with government agency or court orders; or (4) If you give us your written permission.

Person Identification Number (PIN): The ATM PIN, POS PIN, Online banking, or Audio Response PIN issued to you is for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on the card. You are responsible for safekeeping your PIN(s). You agree not to disclose or otherwise make your ATM PIN, POS PIN, online banking, or Audio Response PIN available to anyone not authorized to sign on your accounts.

Notices: All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at the telephone number or the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

Enforcement. In the event either party brings a legal action to enforce this Agreement or collect amounts owing as a result of any Account transaction, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including fees on any appeal, subject to any limits under applicable law.

Termination of ATM, POS , and Online Banking Services. You agree that we may terminate this Agreement and your use of the ATM Card, POS, or Online Banking services, if: (1) You or any authorized user of your ATM PIN, POS Card or PIN, or Online Banking PIN breach this or any other agreements with us; (2) We have reason to believe that there has been an unauthorized use of your ATM PIN, POS Card or PIN, or Online Banking PIN; (3) We notify you or any other party to your account that we have cancelled or will cancel this Agreement. You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

Preauthorized Electronic Funds Transfers

Stop Payment Rights: If you have told us in advance to make regular electronic fund transfers out of your account(s), you can stop any of these payments. Here's how: Call us or write to us at the telephone number or address set forth above, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days

after you call. We will charge you \$20.00 for each stop payment order you give.

Notice of Varying Amounts: If these regular payments may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you have set.

Liability for Failure to Stop Payment of Preauthorized Transfers: If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Other Provisions: There may be a delay between the time a deposit is made and when it will be available for withdrawal. You should review our Funds Availability Policy to determine the availability of the funds deposited at ATMs. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account balance below a required balance, or otherwise require us to increase our required reserve on the account.

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