

## Account Agreement for MNLB MOBILE DEPOSIT

This MNLB MOBILE DEPOSIT User Agreement ("Agreement") contains the terms and conditions for the use of Minnesota Lakes Bank (MNLB) Mobile Deposit that Minnesota Lakes Bank or its affiliates "MNLB", "us," or "we" may provide to you "you," or "User". Other Agreements you have entered into with Minnesota Lakes Bank, including the Bank Service Agreement, as applicable to your Minnesota Lakes Bank account(s), are incorporated by reference and made a part of this Agreement.

### Definitions

"Term" means the term of this Agreement beginning as of the Service Start Date until terminated as provided herein.

"Service Start Date" means the date that the Service is first available to the Depositor.

"Capture Device" means any device acceptable to MNLB, that provides for the capture of images from original items and for transmission through a clearing process.

"Check" means an original check, as defined in Regulation CC and Check 21 and does not include a substitute check or a remotely created check.

"Service" means the Mobile Remote Deposit Capture Service that is designed to allow you to make deposits to your checking, savings, or money market savings accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to MNLB or MNLB's designated processor.

"Business day" means a business day in which the bank is open to the public for carrying on substantially all of its banking functions. Business day is the business day of the bank. Business days include all the days when offices of the bank are open for business to the public except Saturday, Sunday and Federal holidays. A business day includes all banking functions.

"Item" means an instrument or a promise or order to pay money handled by a bank for collection or payment. The term does not include a payment order governed by Article 4A or a credit or debit card slip.

"Remotely created check" means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn.

"Draft" means a check, draft or other order for payment of money drawn on a bank's fund. The payment of a bank draft is guaranteed to be available by the issuing bank.

"Time-out" means a period of non-use of the MNLB Mobile Deposit Service device used to capture images for transmission purposes.

**The Mobile Remote Deposit Capture Services** ("Service") are designed to allow you to make deposits to your checking, savings, or money market savings accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to MNLB or MNLB's designated processor.

### Conditions

As conditions to the Bank's provision of service, you must maintain the Account in good standing and comply with requirements and restrictions set forth in these Terms and Conditions, as well as those of the Deposit Account Agreement.

### Indemnification and Hold Harmless

FAILURE TO PROTECT YOUR HARDWARE AND SECURITY CREDENTIALS MAY ALLOW AN UNAUTHORIZED PARTY TO ACCESS THE SERVICE AND TRANSMIT AN ELECTRONIC ITEM FOR DEPOSIT. ALL USES OF THE SERVICE THROUGH YOUR SECURITY CREDENTIALS WILL BE DEEMED TO BE AUTHORIZED BY YOU AND BE BINDING UPON YOU. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT OR UNAUTHORIZED USE OF YOUR SECURITY CREDENTIALS AND INDEMNIFY AND HOLD MINNESOTA LAKES BANK HARMLESS FOR ANY UNAUTHORIZED USE OR LOSS. YOU AGREE TO (I) FOLLOW THE SAFETY AND SECURITY RULES FOR YOUR MOBILE DEVICE, (II) FOLLOW THE INSTRUCTIONS AND RECOMMENDATIONS THAT MINNESOTA LAKES BANK PROVIDES YOU WITH RESPECT TO THE SERVICE AND (III) USE MAXIMUM CAUTION IN PROTECTING YOUR HARDWARE AND SECURITY CREDENTIALS FROM UNAUTHORIZED ACCESS. YOU AGREE TO NOTIFY MINNESOTA LAKES BANK IMMEDIATELY IF YOU BECOME AWARE OF ANY LOSS OR THEFT OF, OR ANY UNAUTHORIZED USE OF THE SERVICE OR YOUR SECURITY CREDENTIALS.

You will use the service only for paper items that are payable to, and endorsed by you.

You will properly secure all hardware you use in connection with the Service (including, but not limited to, securing the hardware with Security Credentials to prevent unauthorized use). You will maintain control over and be responsible for secure retention, storage, and destruction of original paper items for which you have created an Electronic Item. After transmitting the Electronic Item to us, you will retain the original paper items as discussed in the Disposal of Transmitted Items section of this document.

## Safety and Security Rules for Your Mobile Device

Following these rules is important to ensure the safety and integrity of your deposited items and to protect your bank account, as you are liable for any negligence:

- Treat your mobile device with the same care as you do your personal computer.
- Avoid storing sensitive information, like passwords and Social Security numbers, on your phone.
- Password protect your mobile device and lock it when you are not using it.
- Be aware of your surroundings and do not type sensitive information where others can see you.
- Protect your phone from viruses and malware by installing mobile security software.
- Download the updates for your phone and mobile apps.
- If you change your phone number or lose your mobile device, let us know right away.
- Monitor your accounts regularly and report suspicious activity immediately.
- Always sign off completely when you finish using your mobile app; simply closing the browser is not enough.

**1. Acceptance of These Terms.** Your use of the Service constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via your MNLB Mobile Deposit log-in, by providing a revised Agreement or Addendum, and your continued use of the Service will indicate your acceptance of the revised Agreement. You will be prompted to accept or reject any material change to this Agreement the next time you use the Service after MNLB has made the change. Your acceptance of the revised terms and conditions along with the continued use of the Service will indicate your consent to be bound by the revised Agreement. Further, MNLB reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Service. Your continued use of the Service will indicate your acceptance of any such changes to the Service.

**2. Limitations of Service.** When using the Service, you may experience technical or other difficulties. At certain times the Service may not be available due to system maintenance or technical difficulties, including those of the wireless service provider, the software, or circumstances beyond our control. We will attempt to post alerts on our website or send you a text message to notify you of these interruptions in Service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you.

**3. Hardware and Software.** In order to use the Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by MNLB from time to time. MNLB is not responsible for any third party software you may need to use the Service. Any such software is accepted by you as is and is subject to the terms and conditions of the software Agreement you enter into directly with the third party software provider at time of download and installation.

### ***What are the technical requirements to use MNLB Mobile Deposit\*?***

Devices/features that deliver the best performance Operating system –

iOS (6.0+) or Android OS (version 4.1+) Devices/features that deliver

minimum performance Operating system – iOS (5.0+) or Android OS

(version 2.3+) Devices/features that do not support our apps

MNLB Mobile Deposit is unlikely to fix issues found on devices that do not meet the minimum qualifications as noted above.

\*For further explanation of technical requirements, see our FAQ at [www.mnlakesbank.com](http://www.mnlakesbank.com) for MNLB Mobile Deposit access.

**4. Fees.** Normal check charges will apply. Also wireless message and data rates may apply. Please check with your wireless service provider for access rates, texting charges, and other applicable fees.

We may, upon at least 30 days prior notice to you, to the extent required by applicable law, change said fee for use of the Service. If you continue to use the Service after the fee becomes effective, you agree to pay the service fee that has been disclosed to you, as may be amended from time to time. Further, you will be required to designate an account at Minnesota Lakes Bank from which fees for the Service will be debited (your "Billing Account").

Any applicable fees for the Service may be changed by us at our discretion at any time upon at least 30 days prior notice to you, to the extent required by applicable law. If the Billing Account is closed, or if the Billing Account does not have sufficient available funds to cover the fees, you authorize us to charge any such fees to any other deposit account you maintain with us.

**5. Eligible Items.** You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to MNLB is converted to an image replacement document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks including but not limited to; money orders, cashier's checks, traveler's checks, insurance drafts or savings bonds
- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into
- Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Federal Reserve Board Regulation CC.
- Checks drawn on a Bank located outside the United States.
- Checks that are remotely created checks, as defined in Federal Reserve Board Regulation CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by MNLB's current procedures relating to the Service or which are otherwise not acceptable under the terms of your MNLB account.
- Checks payable on sight or payable through Drafts, as defined in Federal Reserve Board Regulation CC. Checks with any endorsement on the back other than that specified in this Agreement.
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other Financial Institution.

**6. Endorsement of Check.** You agree to restrictively endorse any item transmitted through the Service as **"FOR MOBILE DEPOSIT ONLY"** followed by your signature on your account with MNLB or as otherwise instructed by MNLB. You agree to follow any and all other procedures and instructions for use of the Service as MNLB may establish from time to time.

**7. Receipt of Items.** We reserve the right to reject any item transmitted through the Service at our discretion. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from MNLB that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account, at any time, any item that we subsequently determine was not an eligible item. You agree that MNLB is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

**8. Availability of Funds.** Federal Reserve Board Regulation CC (availability of funds) does not apply when you transmit the electronic images of items to MNLB. If an image of an item is received and accepted before 3:00 p.m. Central Time on a day on which we are open for business, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Service will generally be made available in one business day from the day of deposit. MNLB may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as MNLB, in its sole discretion, deems relevant.

**9. Disposal of Transmitted Items.** Upon your receipt of a confirmation from MNLB that we have received an image that you have transmitted, you agree to retain the check for at least 3 calendar days from the date of the image transmission. After 3 days, you agree to destroy the check that you transmitted as an image, mark it "VOID," or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to MNLB upon request.

**10. Deposit Limits.** We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. The current daily deposit limit is \$3,000 per business day for MNLB Mobile Deposit banking consumers and business customers. You can make up to (3) Mobile Deposits per business day, as long as the respective dollar limits are not exceeded. Customers should contact the bank for authorization to initiate a deposit in excess of this daily limit.

**11. Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in MNLB's sole discretion subject to the Bank Service Agreement governing your account.

**12. Errors.** You agree to notify MNLB of any suspected errors regarding items deposited through the Service right away, and in no event later than 30 days after the applicable MNLB account statement is sent. Unless you notify MNLB within 30 days, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against MNLB for such alleged error.

**13. Time-Out.** It is understood that MNLB Mobile Deposit Service has a built-in time-out for security reasons. Said time-out feature will close the program after a period of time of non-use on the MNLB Mobile Deposit Service. After said period of time, you will be required to log back into MNLB Mobile Deposit to complete your transaction. There is no automatic save feature and you will need to click the save feature that appears for saving any data for later use if prompted to do so.

**14. Errors in Transmission.** By using the Service you accept the risk that an item may be intercepted or misdirected during transmission. MNLB bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

**15. Image Quality.** The image of an item transmitted to MNLB using the Service must be legible, as determined in the sole discretion of MNLB. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by MNLB, ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

**16. User Warranties and Indemnification.** You warrant to MNLB that:

- a. You will only transmit eligible items.
- b. You will not transmit duplicate items.
- c. You will not re-deposit or re-present the original item.
- d. All information you provide to MNLB is accurate and true.
- e. You will comply with this Agreement and all applicable rules, laws and regulations.
- f. You are not aware of any factor which may impair the collectability of the item.
- g. You agree to indemnify and hold harmless MNLB from any loss for breach of this warranty provision.

**17. Cooperation with Investigations.** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

**18. Termination.** We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Service for any unauthorized or illegal purposes or you use the Service in a manner inconsistent with the terms of your Bank Service Agreement, or any other Agreement with us.

**19. Enforceability.** We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

**20. How do I access MNLB Mobile Deposit\***

1. Download the MNLB Mobile Deposit app on your iPhone, iPad, Tablet or Android from the link provided by MNLB.
2. Log into the MNLB Mobile Deposit app with your iPhone, iPad, Tablet or Android with your current on-line MNLB login credentials.
3. Acknowledge the MNLB Mobile Deposit Agreement, if you are prompted to do so.
4. Select the "deposit" option from the main menu.

\*For further instructions, see our FAQ at [www.mnlakesbank.com](http://www.mnlakesbank.com) for MNLB Mobile Deposit access or contact Minnesota Lakes Bank at 763-972-3385.

**21. Ownership & License.** You agree that MNLB retains all ownership and proprietary rights in the Service, associated content, technology, and website(s). Your use of the Service is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Service. Without limiting the restriction of the foregoing, you may not use the Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to MNLB's business interest, or (iii) to MNLB's actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service.

**22. DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICE OR TECHNOLOGY WILL BE CORRECTED.

**23. LIMITATION OF LIABILITY.** YOU AGREE THAT WE, MNLB, WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES/FEEES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THESE SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF MNLB HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.