# Integrity Bank Plus Online Banking Agreement and Disclosure

This Online Banking Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of the Online Banking service. It also describes the rights and obligations of Integrity Bank Plus ("Financial Institution"). Please read this agreement carefully. By requesting and using one of the Services, you agree to comply with the terms and conditions of this Agreement.

### I. INTRODUCTION – DEFINITONS AND REQUIREMENTS

The following definitions apply in this Agreement:

"Authorized Signer" refers to a person with authority (with respect to the account);

"ISP" refers to your Internet Service Provider;

"Online Banking" is the Internet-based service providing access to your Integrity Bank Plus account(s);

"Online Account" means the account(s) from which you will conduct transactions using a Service. You must have an open account with Integrity Bank Plus in order to use Online Banking.

"Password" is the system generated code, or the customer generated code selected by you for use during the initial log in, or the codes you selected after the initial log in, that establishes your connection to the Service;

"PC" means your personal computer that enables you, with an Internet browser and ISP, to access your online account. You will need a computer with a modem and Internet browser that supports SSL and 128-bit encryption. You are solely responsible for the maintenance, installations, and operation of your computer. Integrity Bank Plus shall not be responsible for any errors, deletions, or failures that occur as a result of any malfunction of your computer or software. You should routinely scan your PC using a reliable virus detection product. Undetected or unrepaired viruses may corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit the virus to other computers. Integrity Bank Plus shall not be responsible for any computer virus that affects your computer or software while using our Service.

"User ID" is a code assigned to you that you choose during the enrollment process.

"We", "us" or "our" refer to Integrity Bank Plus which offers the Service and holds the accounts accessed by the Services, and any agent, contractor, service provider, licensor, designee, or assignee Integrity Bank Plus may involve in the provision of Online Banking;

"You" or "your" refers to the owner of the account or the authorized signer;

In order to provide electronic disclosures, we must maintain a current customer email address at all times. It is your sole responsibility to provide us with your correct and true contact information, including your email address. You should immediately notify Integrity Bank Plus of any changes to your personal contact information.

# II. ACCESS TO SERVICE

Integrity Bank Plus will provide instructions on how to use the Online Banking Services. You will gain access to your online accounts through the use of your Internet-enabled device, your ISP, your User ID and your Password. You may access your account 24 hours a day, 7 days a week. However, the availability of Services may be suspended for brief periods of time for the purposes of maintenance, updates, software revisions, scheduled outages, and unplanned outages. In addition, access to the Service may be slower at times due to high Internet traffic or other factors beyond our control. We are not responsible for any delays or difficulties your may have in accessing the Service or certain features.

For purposes of transactions, Integrity Bank Plus' business days are any calendar days other than Saturday, Sunday, or any holidays recognized by us. Funds Transfers are processed on all business days that the Federal Reserve is open for business. All Online Banking transaction requests initiated or received after 4:00 PM CST on business days and all transactions that are requested on Saturday, Sunday, or holidays on which Integrity Bank Plus chooses to remain closed, will be processed on the next business day. Integrity Bank Plus business day begins at 8:30 AM CST.

### III. TRANSACTIONS WITH ONLINE BANKING

### A. Account Access

You may access any of your Integrity Bank Plus accounts online. You will have access to approximately eighteen month's worth of transactional history. You may export and save your account history onto your own computer, as we do not save, store or have access to transactional data in electronic format beyond this twenty-four month period and will have no obligation to provide such data to you electronically.

### B. Transfer of Funds

In addition to viewing account information, you may use Online Banking to conduct the transfer of funds. You may make one-time transfers or schedule future or recurring transfers such as transfers to make loan payments. You may transfer funds among your checking accounts, savings accounts, and money market accounts.

**NOTE:** Because federal regulations require financial institutions to limit preauthorized transfers (including Online Banking transfers), the following limitations may apply:

<u>Statement Savings Accounts:</u> You can make no more than six (6) transfers per statement period by preauthorized or automatic transfer, or Online Banking

<u>Money Market Accounts:</u> You can make no more than six (6) transfers per statement period by preauthorized or automatic transfer, or Online Banking, and no more than three (3) of these may be in check or draft form.

### C. Additional Services

New Online Banking Services may be introduced from time to time. Integrity Bank Plus reserves the right to modify/enhance services offered at its sole discretion at any time; we will notify you of any material changes. In most cases, you will receive the notice on-line the next time you log in; however we reserve the right to notify you by e-mail, conventional mail, statement inserts, or newsletters; in its discretion. By using these Services when they become available, you agree to be bound by the rules of such Services, which will be made available to you.

# IV. SCHEDULE OF FEES

Integrity Bank Plus offers the benefits and convenience of Online Banking Services free of charge for personal or business accounts. However, we may assess fees (a) set forth in other agreements, disclosures or fees schedules for particular products or accounts (such as overdraft or transfer fees). Please refer to Integrity Bank Plus fee schedule regarding other possible fees.

### V. STATEMENTS

You will continue to receive your account statement either monthly or quarterly (depending on the type of account) in paper format, unless you choose to discontinue the paper statement.

### VI. SECURITY AND PRIVACY

We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us. Please read our privacy notice online at www.integritybank.com

You are responsible for keeping your password and online account information confidential. Your password is kept in encrypted form in our database. No one at Integrity Bank Plus or our Service Provider has access to this information. In order to protect yourself against fraud, you should adhere to the following guidelines:

- 1. Do not give out your account information, password, or User ID
- 2. Do not leave your PC or internet enabled device unattended while you are on the Integrity Bank Plus online banking site
- 3. Never leave your account information within range of others
- 4. Do not allow your internet browser to store your online banking User ID or password
- 5. Do not send privileged account information (account number, password, etc.) in any public or general email system
- 6. Use caution when utilizing public computers, such as hotel kiosk as these may contain spyware or key logging software
- 7. If you suspect your online banking credentials have been compromised, use the password change feature within the Online Login in process
- 8. If you believe your password has been lost or stolen, or you suspect fraudulent activity on your account, call Integrity Bank Plus immediately at 507-342-5111.

# VII. ELECTRONIC MAIL (EMAIL)

If you send us an email message, we will be deemed to have received it on the following business day. You should not rely on email if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur. NOTE: Email transmissions outside of the online banking service are not secure, unless otherwise noted. We advise you not to send us or ask for sensitive information such as account numbers, passwords, account information, etc. via any general or public email system. If you wish to contact us electronically and securely, please use the Message email form provided within the eAlerts & Messages section of Online Banking.

### VIII. LINKED ACCOUNTS

At your request, you may link your Integrity Bank Plus accounts so that they all appear together underneath one log in and password, and so that you can move funds between them (subject to regulations; see Section III, Part B).

### IX. BUSINESS ACCOUNTS

If you are a business, any authorized user of your business is authorized on such terms, conditions, and agreements as we may require to:

- 1. Enter into this Agreement as amended from time to time;
- 2. Access each account of yours in any manner and for any purpose available through the Service, whether now available or available at some time in the future; and
- 3. Use any online banking service in any manner and for any purpose available through the Service, whether now available or available at some time in the future.

### X. TERM AND TERMINATION

# A. Term

This Agreement will become effective on the Effective Date and shall remain in full force and effect until termination in accordance with the following provisions.

### B. Termination for Cause

We may immediately terminate your online banking privileges without notice to you under the following circumstances: You do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing. We will promptly notify you if we terminate this Agreement or your use of the Services for any other reason. At any time, we may cancel all or part of the Services that we generally offer. Access to our Service may be canceled in whole or part without prior notice due to circumstances that may create an unanticipated liability to us. If your account(s) is closed or restricted for any reason the Services may be terminated by us. You will remain responsible for all transactions approved by the system prior to the cancellation, and for any other fees associated with the Service. After cancellation, Service may be reinstated once unacceptable liability is resolved. In order to reinstate Service, you must contact Integrity Bank Plus.

### C. Termination for Convenience

To terminate this Agreement, you must notify Integrity Bank Plus and provide your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s). You may notify the Integrity Bank Plus by one of the following methods:

- 1. By sending an email to: info@integritybank.com
- 2. By calling us at 507-342-5111
- 3. By writing a letter and either sending it to the following address: Integrity Bank Plus, PO Box 119 Wabasso, MN 56293, or giving it to a Customer Service Representative at any of the Integrity Bank Plus locations.

<u>Inactive Status:</u> We may convert your account to an inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive 12 month period. If your account is considered inactive you must contact us to have the Service activated before you will be able to schedule any transaction through the Service.

# XI. LIABILITY

### A. Our Liability

This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Online Banking Service account.

Unless otherwise required by applicable law, we are only responsible for performing the Online banking services as delineated in this Agreement. We will be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence.

We will NOT be liable to you in the following instances:

- 1. If, through no fault of the Integrity Bank Plus, you do not have enough money in your account to make the transfer.
- 2. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevent the transfer despite reasonable precautions that we have taken.
- 3. If there is a hold on your account, or if access to your account is blocked, in accordance with Integrity Bank Plus and Online Banking policy.
- 4. If your account has been closed
- 5. If your funds are the subject to a legal proceeding, or other encumbrances, restricting the transfer.
- 6. If you believe someone has accessed your accounts without your permission and you fail to notify the Integrity Bank Plus immediately.
- 7. If you have not properly followed the instructions on how to make a transfer included in this Agreement.
- 8. If we have 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.
- 9. If your computer, software, telecommunication lines were not working properly or were temporarily unavailable, and this problem should have been apparent to you when you attempted the transfer or bill payment.
- 10. If you had knowledge of or questions about the possible malfunction of our system when you initiated the transaction.
- 11. Other applicable laws and/or regulations exempt us from liability.

WITH YOUR ACCEPTANCE AND USE OF THE SERVICE, YOU AGREE THAT WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL COSTS, EXPENSES, OR DAMAGES (INCLUDING LOST SAVINGS OR PROFIT, LOST DATA, BUSINESS INTERRUPTION, OR ATTORNEY'S FEES) RESULTING FROM OR ARISING OUT OF THIS AGREEMENT OR RESULTING FROM ANY ERRORS OR FAILURES FROM ANY MALFUNCTION OF YOUR COMPUTER OR ANY VIRUS OR COMPUTER PROBLEMS THAT YOU MAY ENCOUNTER RELATED TO THE USE OF THE SERVICE.

### B. Indemnification

You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to on Online Banking account.

### C. Third Parties

We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an Internet browser provider such as Microsoft (Internet Explorer browser), Mozilla (Firefox browser) or Apple (Safari browser), by an Internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Online Banking account.

# D. Virus Protection

Integrity Bank Plus is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC or Internet enabled device using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

### XII. GENERAL TERMS AND CONDITIONS

### A. Financial Institution Agreements

In addition to this Agreement, you and Integrity Bank Plus agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Online Banking Service or any future services is your acknowledgement that you have received these agreements and intend to be bound by them. You should review other disclosures including the fee schedules accompanying those disclosures and the fee schedule contained in this Agreement. We will automatically deduct any fees related to this Service from your account each month.

# B. Changes and Modifications

We may modify the terms and conditions applicable to the Services from time to time. We may send any notice to you via email and you will be deemed to have received it the first business day after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. If the changes have an adverse effect on you or the services offered, we will provide you at

least 30 days prior notice. Amendments or changes in terms or conditions may be made without prior notice if they do not result in higher fees, more restrictive Service use, and disclosure of additional account information or increased liability to you. Also, if a change in terms or conditions is necessary to maintain or restore the security of our system(s) or your account(s), no advance notice is required. Upon notification of any change in terms, if you do not agree with the change(s) you must notify us to cancel your access to the Service. Your continued use of the Service constitutes your agreement to the amendment(s). We reserve the right to terminate this Agreement and your use of the Service in whole or in part at any time without prior notice.

# C. Assignment

We may assign this Agreement to an affiliate of Integrity Bank Plus or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent. You may not assign this Agreement to any other party.

### D. Notices

Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically.

### E. Disclosure of Information

We will only disclose information to third parties about your account or transfers you make under the following circumstances:

- 1. Where it is necessary for the provision of Online Banking and for completing transfers;
- 2. In order to comply with government or court orders, or other reporting requirements;
- 3. If you give us your permission;
- 4. If it is necessary to assist us in the collection of information for internal use
- 5. If it is necessary for the security purposes of our service providers, our servicing agents, and/or contractors providing our Online Banking;
- 6. If it involves a claim by or against us concerning a transaction on your account.

# F. Contact by Financial Institution or Service Providers

No Integrity Bank Plus employee or Service Provider will contact you via email or phone requesting your Online ID or online passcode. If you are contacted by anyone requesting this information, please contact us immediately at 504-342-5111.

# G. Governing Law

This Agreement is governed by the laws of the State of Minnesota and applicable federal law.

# XIII. ELECTRONIC DISCLOUSRE CONSENT (when applicable)

You agree that we may provide in an electronic format all disclosures, notices, communications, terms and conditions and amendments thereof related to the Services. Disclosures that we may provide in an electronic format include, but are not limited to: account statements, account disclosures, changes in account terms, notice of fee changes, and privacy notices.

### A. How to Obtain Electronic Disclosures (E-Disclosures)

We will always post the most current Online Banking Agreements on our website. If any amendments to these agreements would have an adverse effect upon our customers we will provide at least 30 days notice prior to the affected changes.

We may also send our customers an email or secured message through our Online Banking service that tells you where disclosures and/or account statements can be viewed on our website. We may also send certain disclosures or notices as an email or message attachment.

You may download or print electronic notices and disclosures from your computer if you have the appropriate hardware and software. You can also save copies to your hard drive or other media for viewing and printing at a later time.

If you need help printing or if you need a paper copy of any notice or disclosure, please contact us at 507-342-5111 during regular business hours. Additional charges for paper copies may apply. Please see the account fee disclosure.

### B. System and Equipment Requirements

Prior to accepting electronic delivery of disclosures, you should verify that you have the required hardware and software necessary to access and retain documents and disclosures in an electronic format. You will need:

Internet access

- 2. A computer and Internet browser that supports 128-bit encryption
- 3. A printer connected to your computer to print disclosures
- 4. Sufficient hard drive space or other media (e.g. USB drive or CD) if you plan to download and save disclosures in an electronic format
- A valid email address

We may revise hardware and software requirements from time to time as necessary, and if there is a chance that the changes may impact your ability to access the disclosures we will notify you of these changes 30 days in advance and provide you an opportunity to change your method of receiving disclosures.

### C. Cancellation of E-Disclosures

If you wish to cancel e-disclosures and/or change to a paper delivery format you may tell us in one of the following ways:

- 1. By sending us a secure email through the Messages link provided in Online Banking;
- 2. By calling us at 507-342-5111;
- 3. By sending us a letter to: Integrity Bank Plus, PO Box 119 Wabasso, MN 56293; or
- 4. By informing us in person at any branch location

Please do not send confidential information through normal unsecured email. Please include in the correspondence the account(s) you wish to withdrawal from electronic delivery.

# D. Address Changes

In order to provide electronic disclosures we must maintain your current email address at all times. It is your sole responsibility to provide us with your correct contact information, including your email address(s). You should notify Integrity Bank Plus of any changes to your personal contact information through any of the methods described above (in section C), or you can update personal information in the User Settings section of Online Banking.

# E. Acceptance of E-Disclosures

You agree to accept Online Banking related disclosures in an electronic format. You also agree that you have the necessary equipment for accessing and viewing the disclosures and you agree to notify us if you change your email address or if you no longer want to receive disclosures electronically. By accepting this disclosure you agree to no longer receive applicable disclosures in paper format.