



BRIDGEWATER BANK ONLINE BANKING AGREEMENT

A. GENERAL TERMS AND SCOPE

This Agreement is entered into by and between Bridgewater Bank, a Minnesota banking corporation, and any consumer customer of the Bank who uses online banking services (“Online Banking”). Use of Online Banking requires you to read and agree to the terms and conditions of this Agreement, and your use of Online Banking services is governed by these terms and conditions. You should read this Agreement and the linked [Privacy Statement](#) in its entirety. YOUR USE OF ONLINE BANKING SERVICES WILL BE DEEMED AN ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH HEREIN.

By entering into this Agreement and accepting the terms and conditions herein, you represent and certify that you are eighteen (18) years of age or older, and that you have the authority to direct and authorize transactions for the accounts you request access to through Online Banking. You agree not to use Online Banking to conduct or solicit any business or activity prohibited by law.

Your use of Online Banking is governed by this Agreement. Additional services that may be available through Online Banking, such as Bill Payment, POPMONEY® Payments, Account to Account Transfers, and Mobile Banking, are also governed by this Agreement, in addition to other terms and conditions specific to those particular services, which you will be asked to accept upon enrollment for such services. The terms, conditions, and disclosures that were provided to you in connection with your deposit and/or loan products continue to apply to those products. In the event of any conflict between this Agreement (or terms and conditions applicable to other services available through Online Banking) and other agreements concerning your loan and/or deposit products, this Agreement (and terms and conditions applicable to other services available through Online Banking) will control as to your use of Online Banking only.

B. DEFINITIONS

1. The terms “Bridgewater Bank,” “Bank,” “we,” “our,” and “us” refer to Bridgewater Bank, and any agent, independent contractor, service provider, sub-contractor, licensor, designee or assignee that Bridgewater Bank may involve in providing Online Banking services.
2. The terms “you” and “your” refer to the person enrolling in Online Banking, or the owner or Authorized User of an Account who accesses the Account through Online Banking.
3. The terms “Account” or “Accounts” refer to your deposit and/or loan accounts established at Bridgewater Bank, including lines of credit.
4. The term “Authorized User” refers to any individual, agent, or sub-user whom you allow to use Online Banking or other means to access your Accounts.

5. The term “Business Day” refers to every Monday through Friday, with the exception of those weekdays that are recognized as Federal Holidays by the Federal Reserve Bank.
6. The term “Business Day Cut-off” refers to the cut-off time for posting purposes. For posting purposes, we will process all Online Banking transactions completed by 6:00 P.M. CST on the same Business Day. Transactions completed after 6:00 P.M. CST, or transactions completed on a day other than a Business Day, will be processed on the following Business Day.
7. The term “Online Banking” refers to the internet-based banking services provided by Bridgewater Bank pursuant to this Agreement.
8. The term “Username” refers to the unique user name that you select when you enroll in Online Banking.
9. The term “Password” is the secret word or phrase that you select and that meets the requirements for Online Banking access.
10. The term “Website” refers to Bridgewater Bank’s website, with a web address of www.bridgewaterbankmn.com or www.bwbmn.com.

C. ENROLLMENT IN ONLINE BANKING

11. Requirements. You must complete the enrollment process to use Online Banking. You can enroll for Online Banking on the internet or in any of our offices. In order to enroll in Online Banking, you must satisfy the following requirements:
 - a. You must have an Account with Bridgewater Bank.
 - b. Your Account or Accounts must be in good standing.
 - c. You must be 18 years of age or older.
 - d. You must have a computer and internet browser that will support 128-bit encryption.
 - e. You must have internet access through an internet service provider (ISP).
 - f. You must have access to a printer and/or other storage medium for downloading information or printing disclosures.
 - g. You must have a valid email address on file with us, and email software capable of interfacing with standard email protocols.

When you first enroll in Online Banking, we will link all of your designated Accounts to one Username. If you want to limit the accounts linked or the privileges assigned to an Account, please contact us at 952-893-6868.

12. Updates. We may update these requirements at any time in our sole discretion. You are solely responsible for having the required hardware and software, and for securing an internet service provider. You are also responsible for any and all fees incurred in connection with any software or internet service you may use. You are solely responsible for the installation, maintenance, and operation of your computer and all software. Bridgewater Bank is not responsible for any computer virus or related problem that may be associated with the use of Online Banking.

In the event we update our hardware and/or software requirements, and if there is a reasonable possibility that such updates may impact your ability to access Online Banking, we will give you advance notice of the updates and provide you with an opportunity to cancel Online Banking and/or change your method of receiving disclosures, without the imposition of any fee.

D. ONLINE BANKING FEATURES

13. Basic Features. The basic features available through Online Banking include the ability to:
- a. Obtain Account balance and transaction information;
 - b. Transfer funds between your Accounts;
 - c. View and print Account statements and check images;
 - d. Download transactions for use with Quicken® and Microsoft® Money.

We may add or remove certain features and/or functionality available from time to time. You may use Online Banking seven days a week, 24 hours per day, although some or all features may be occasionally unavailable due to emergencies or scheduled system maintenance. In addition, access to Online Banking may be slower at times due to high internet traffic or other factors beyond our control.

14. Stop Payment Feature. You may also use Online Banking to stop payment on checks you have written, or stop payment on pre-authorized remotely created checks. This feature is accessible once you have selected the appropriate Account in Online Banking, and provides a means to securely forward your stop payment requests to us for processing. Stop payment requests received through Online Banking will generally be processed within one (1) Business Day. If your request is urgent, please contact us in person or by telephone, at 952-893-6868.

There is typically a fee associated with stop payment requests. Please refer to our fee schedule for additional information, or contact us at 952-893-6868. Additional terms and/or disclosures may apply to a particular stop payment request, which will be provided to you at the time the request is submitted.

Please note that the stop payment feature **SHOULD NOT** be used to cancel account-to-account transfers or bill payments. In the event you choose to enroll in our online bill payment service, instructions for submitting stop payment requests are set forth in the terms and conditions applicable to that service. More information concerning the cancellation of transfer requests can be found in Paragraph 17 herein.

15. Additional Features. Additional features available through Online Banking include the ability to request documents and secure file delivery. The submission of such requests will generate a secure email to Bridgewater Bank, and requests are typically processed within one (1) to two (2) Business Days. For urgent requests, please contact us in person or via telephone at 952-893-6868. Any fees associated with such requests are disclosed in our fee schedule, or will be disclosed to you at the time you make your request.

E. ACCOUNT INFORMATION AND TRANSACTIONS

16. Account Balances. Balances shown in your Accounts may include deposits subject to verification by us. The balance reflected through Online Banking may differ from your records, due to deposits in

progress, checks that are outstanding, or other withdrawals, payments, and/or charges. Funds transferred pursuant to a transfer request may not be immediately available, depending on the time of day when the request is made. A transfer request must be made prior to the Business Day Cut-off to be effective on the same Business Day. Online Banking balances are updated periodically, and approval of transfer requests will be based on the most current balance information available.

17. Cancellation or Modification of Transfer Requests. A transfer request that has been submitted and processed, including transfers made using the “Express Transfer” option, CANNOT be cancelled or modified. Transfer requests made using the “Advanced Scheduled Transfers” feature may be cancelled or modified any time prior to the Business Day Cut-off on the Business Day immediately preceding the scheduled transfer date.

18. Transfer Limitations. You may transfer funds between your Bridgewater Bank Accounts through Online Banking. You must have sufficient funds in your Account to cover the amount of a transfer, or the transaction may not be processed.

Current federal regulations restrict the number of transfers you can make from certain types of Accounts, such as Money Market and Savings Accounts. For these types of accounts, you may not make more than six (6) pre-authorized electronic transfers, which include computer initiated transfers, telephone transfers, checks, or point-of-sale transactions during a given monthly statement period. Transfers authorized through Online Banking are counted toward this limit. Federal regulations currently place no limit on the number of transfers from checking Accounts.

F. PRIVACY AND SECURITY

19. Privacy. Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

20. Internet and Computer Security. You are responsible for taking and maintaining security precautions to protect your computer, data, and system. You agree that we are not responsible for any electronic virus, spyware, or malware that you may encounter using Online Banking. We encourage you to routinely scan your computer using any up-to-date and reliable virus, spyware, and malware protection product to detect and remove any virus, spyware and malware found. Undetected or unrepaired, viruses, spyware and malware may corrupt and destroy your programs, files and other software and hardware. You are responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to your operating systems, and for protecting, securing and backing up any data and information stored in or on your operating systems. We are not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on your operating systems or accessed through an internet connection.

21. Username and Passwords. One of the main security features protecting your Account(s) is the unique combination of your Username and Password. During the enrollment process, you will be asked to select a unique Username and Password that will be used to access Online Banking. You choose your own Password, which will be encrypted in our database. Bridgewater Bank does not have access to this

information. Your Online Banking access will be automatically deactivated after three unsuccessful login attempts within a 24-hour time frame. You may reset your Password online or contact Bridgewater Bank for assistance. Because your Password is used to access your Accounts, you should treat it as you would any other sensitive personal data.

Your Password, which is case sensitive, must comply with the following requirements:

- a. The Password must be 8-16 characters.
- b. The Password must include at least one letter and one number.
- c. The Password must include at least one special character (\$, #, !, %, etc.)

We further recommend that you:

- a. Carefully select a Password that is hard to guess;
- b. Do not use words based on your name, birthday, or other easily identifiable information that could make a Password easier to guess;
- c. Use special characters and a combination of capital letters, lower-case letters and numbers to increase security;
- d. Keep your Password secure;
- e. Memorize your Password and do not write it down;
- f. Change your Password regularly.

BRIDGEWATER BANK WILL NOT CONTACT YOU VIA TELEPHONE OR EMAIL REQUESTING PERSONAL INFORMATION, YOUR USERNAME OR YOUR PASSWORD. IF YOU ARE CONTACTED BY ANYONE REQUESTING SUCH INFORMATION, PLEASE CONTACT US IMMEDIATELY.

22. Your Password Responsibilities. When you accept the terms and conditions of this Agreement, you agree not to give or make available your Password (or other means of accessing your Account) to unauthorized individuals. You are responsible for all transactions you authorize using Online Banking. If you permit other persons to use your Password or other means of accessing your Account, you are responsible for any transactions they authorize.

If you believe that your Password or other means of accessing your Account has been lost, stolen, or compromised in any way, or if you believe your Account has been accessed or a transaction authorized without your permission, you must notify us immediately by calling 952-893-6868 during business hours. You may also contact us by sending a secured message through the Online Banking service.

23. Encryption. Online Banking uses the Secure Socket Layer (SSL) encryption technology for all functions and features. Your browser automatically activates this technology when it attempts to connect to Online Banking. Online Banking requires a browser that supports 128-bit encryption. The Online Banking service will warn you if your browser does not meet this requirement.

24. Cookies. During your use of Online Banking, we will pass an encrypted cookie to your computer in order to identify your computer during the session. This cookie enables us to process multiple transactions during the session without requiring an Username and Password for each individual transaction. Users must accept this cookie to use Online Banking. The cookie does not contain any

personal information; it simply provides another level of security for Online Banking. The cookie is stored on your computer's hard-drive, identifying your computer while you are logged on. When you log off, close your browser, or turn off your computer, the cookie will be destroyed. A new cookie is used for each session; therefore, it is not possible for anyone to use a prior cookie to access your Account.

G. ERROR RESOLUTION AND LIABILITY

25. Your Liability for Unauthorized Transactions. You must tell us IMMEDIATELY if you believe your Username and/or Password has been lost, stolen, or compromised in any way, or if you believe that a transaction was initiated without your authorization. Contacting us by telephone at 952-893-6868 is the best way to minimize your potential loss. You could lose all of the money in your Account (in addition to your maximum line of credit, if applicable). Except as set forth below, you are liable for all authorized and unauthorized transactions on the Account.

Your liability for an unauthorized Online Banking transaction will be determined as follows:

- a. If you notify us within two (2) Business Days after you discover that your Username and/or Password has been lost, stolen or compromised, your liability for unauthorized transactions will be limited to \$50.00.
- b. If you fail to notify us within two (2) Business Days after you discover that your Username and/or Password has been lost, stolen or compromised, and we can establish that these transfers would not have occurred had the consumer notified us, you are liable for up to \$500, plus any liability set forth in the following paragraph.

If your monthly Account statement includes transactions you did not authorize, you must tell us IMMEDIATELY. If you fail to report unauthorized transfers that appear on your Account statement within 60 days such statement is sent by us, your liability shall not exceed the amount of unauthorized transfers that occurred after such 60-day period and before notice is received by us (for unauthorized transfers we establish would not have occurred had you notified us within the 60-day period).

26. Our Liability. Without limitation to anything else in this Agreement, we will not be liable for failure to complete Account transactions if such failure results from:

- a. Insufficient funds or credit availability;
- b. Equipment failure that should have been apparent at the time of initiating the transaction;
- c. Your failure to initiate the transaction within required timeframes;
- d. Account funds being subject to set-off, legal process, or other claim restricting the transaction;
- e. Circumstances beyond our control (including, without limitation, fire, flood, interference from outside forces, strikes, lockouts, acts of governmental or regulatory authorities, delays of couriers or supplies, equipment failure or malfunction occurring despite ordinary maintenance).

27. Limitation of Liability. In no event will Bridgewater Bank or any of its officers, directors, shareholders, parent companies, subsidiaries, affiliates, agents, licensors, or third party service providers be liable for any consequential (including, without limitation, loss of data, files, profit or goodwill or the costs of procurement or substitute goods or services), indirect, incidental, special or punitive damages, whether in action under contract, negligence, or any other theory, arising out of or in connection with these terms and conditions and/or your use of Online Banking.

28. Errors and Questions. Please contact us with any errors or questions about your Online Banking transactions using one of the following methods:

- a. Contact us via telephone at 952-893-6868 during business hours;
- b. Contact us via the Online Banking secure messaging feature;
- c. Contact us in writing at Bridgewater Bank, 3800 American Blvd West, Suite 100, Bloomington, MN 55431.

If you believe your statement is incorrect or you need additional information about an Online Banking transaction identified on the statement, you must contact us no later than sixty (60) days after the statement at issue was sent. Please include your name, Account number, and Username, a detailed description of the error or transaction in question, and the dollar amount at issue. If you notify us verbally, we may require that you provide notification in writing within ten (10) Business Days from your verbal notification. We will investigate and inform you of our results within ten (10) Business Days from receipt of your notification, and correct any errors promptly. In the event that our investigation requires additional time, we reserve the right to take up to forty-five (45) days to complete our investigation, in which case we will provisionally credit your account within ten (10) Business Days for the amount you believe is in error.

For new accounts, investigation of errors regarding electronic transactions may take up to ninety (90) days to investigate, and it may take up to twenty (20) Business Days to provide a provisional credit for the amount at issue.

If we determine there was no error, we will mail you a written explanation within three (3) Business Days after completing our investigation. You may request copies of any documents relied upon as part of our investigation. We may revoke any provisional credit provided to you if we determine there was no error.

H. MISCELLANEOUS

29. Amendments. We may amend this Agreement, Online Banking services, applicable fees, and/or service charges at any time. In such event, we will provide notice to you, and your use of Online Banking after we provide such notice will constitute your agreement to and acceptance of such changes.

30. Electronic Disclosures. We may deliver amendments to this Agreement and other disclosures (including, without limitation, monthly account statements, deposit account disclosures, notices regarding changes in account terms and fees, and privacy notices) to you in an electronic format.

BY ACCEPTING THESE TERMS AND CONDITIONS, YOU AGREE TO ACCEPT THIS AGREEMENT AND OTHER DISCLOSURES IN ELECTRONIC FORMAT.

You may change the method of delivery at any time, by contacting us at bankmail@bwbn.com or 952-893-6868. You may also opt out of electronic statements using the Online Banking service.

You may also request hard copies of documents through Online Banking free of charge. Additional fees for hard copies of account statements may be imposed depending on the type of Account you have and/or the reason and frequency of your requests for paper copies.

31. Termination. Either you or Bridgewater Bank may terminate this Agreement and your Online Banking authorization at any time upon providing notice of termination to the other party. If you terminate Online Banking, you authorize Bridgewater Bank to continue making transfers you have previously authorized until such time as we have had a reasonable opportunity to act upon your termination notice. If Bridgewater Bank terminates your use of Online Banking, we reserve the right to make no further transfers from your Accounts, including transactions previously authorized.

32. EXCLUSION OF WARRANTIES AND LIMITATION OF DAMAGES. THE ONLINE BANKING SERVICE AND RELATED MATERIALS ARE PROVIDED "AS IS," "AS AVAILABLE," AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NOTWITHSTANDING OUR EFFORTS TO ENSURE THAT ONLINE BANKING IS SECURE, WE CANNOT AND DO NOT WARRANT THAT ALL DATA TRANSFERS VIA THE SERVICE WILL BE FREE FROM MONITORING OR ACCESS BY OTHERS.

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATION, AND OPERATION OF YOUR COMPUTER. BRIDGEWATER BANK SHALL NOT BE RESPONSIBLE FOR ANY DELAYS, ERRORS, DELETIONS, OR FAILURES THAT OCCUR AS A RESULT OF ANY MALFUNCTION OF YOUR COMPUTER OR SOFTWARE.

THE PROVISIONS OF THIS AGREEMENT SET FORTH THE ENTIRE SCOPE OF BRIDGEWATER BANK'S LIABILITY AND YOUR EXCLUSIVE REMEDIES. IN NO EVENT SHALL BRIDGEWATER BANK BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS OR ATTORNEYS' FEES, ARISING FROM OR RELATING TO THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, OR YOUR USE OF ONLINE BANKING.

33. Assignment. You may not assign this Agreement to any other person or entity. We may assign this Agreement in our sole discretion. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or third parties.

34. No Waiver. Bridgewater Bank shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission in exercising any rights or remedies shall operate as a waiver of such rights or remedies, or any other rights or remedies. A waiver on any single occasion shall not be construed as a waiver of any rights or remedies on future occasions.

35. Severability. If any provision of this Agreement is deemed invalid or otherwise unenforceable, the remaining provisions shall continue in full force and effect and shall in no way be invalidated or otherwise affected.

36. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to its conflict of law provisions.

37. Captions. The captions and headings contained herein are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

38. Waiver of Jury Trial. The parties hereby knowingly, voluntarily, and intentionally waive any right they may have to a trial by jury with respect to any litigation arising from or relating to this Agreement.

Proceed with Enrollment in Online Banking.

By clicking on the “I agree” button below, you represent and warrant that you are the owner of the Account(s) to be enrolled in Online Banking and/or have been authorized by the owner to enroll in Online Banking. Clicking on the “I agree” button further indicates your acceptance of the terms and conditions of this Agreement.

If you do not agree, choose cancel below. If you click “cancel” you may still enroll in Online Banking at a later date.