



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 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, Zelle Payment Service, Account to Account Transfers, eStatements, and Mobile Banking (individually a “Service” and collectively the “Services”), 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.

The terms and conditions in this Agreement are in addition to your Account Agreement, and any other agreements you may have with us relating to your Accounts, including any disclosures made pursuant to such agreements. You must maintain your Accounts in good standing with us in order to perform transactions through your Accounts using Online Banking.

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 term “Access ID” refers to the unique user name that you select when you enroll in Online Banking.
4. The terms “Account” or “Accounts” refer to your deposit and/or loan accounts established at Bridgewater Bank, including lines of credit.
5. 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.
6. The term “Consumer Account” means an Account owned by one or more individuals and used for personal, family or household purposes.

7. 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.

8. 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.

9. The term “Non-Consumer Account” means an Account that is not a Consumer Account, including business and other non-personal accounts.

10. The term “Online Banking” refers to the internet-based banking Services provided by Bridgewater Bank pursuant to this Agreement, including through use of the Services through an application on your mobile device.

11. The term “Password” is the secret word or phrase that you select and that meets the requirements for Online Banking access.

12. 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.
- h. You must have a current version of a program that accurately reads and displays PDF files (such as Adobe Acrobat Reader).

When you first enroll in Online Banking, we will link all of your designated Accounts to one Access ID. 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.

E. ACCOUNT INFORMATION AND TRANSACTIONS

15. 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.

16. Cancellation or Modification of Transfer Requests. A transfer request that has been submitted and processed on the current Business Day, CANNOT be cancelled or modified. Transfer requests scheduled to be processed on a future date may be cancelled or modified any time prior to the Business Day Cut-off on the Business Day immediately preceding the scheduled transfer date.

17. 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. Your Bridgewater Bank Account may limit the number of transactions allowed before a fee is imposed. Refer to your Account Agreement for any transaction limitations.

18. Digital Payment Services. One or more of our optional Services may permit transfers between your Consumer Account and accounts at other financial institutions, or to someone else's account ("Digital Payments"). Without limitation to the terms and conditions of such Services, the following fees may apply if (a) you schedule payments or transfers and your available balance is not sufficient to process the transaction on the date scheduled; (b) the Bank receives a Notification of Change ("NOC") that the previously valid entry information for the transfer has become outdated and should be changed, or (c) if the transfer is reversed as "unauthorized" or "improper" under National Automated Clearing House Association (NACHA) rules:

Return for Insufficient Funds	\$35.00
NOC Fee	\$35.00
NACHA – Unauthorized/Improper Entry	\$5.00

Use of digital payments through Online Banking is prohibited for Non-Consumer Accounts. If you would like to use digital payments for Non-Consumer Accounts, please contact the Bank for more information.

F. PRIVACY AND SECURITY

19. Privacy. We understand how important privacy is to our customers. We have taken steps to protect the privacy and security of your personal information, as well as your financial transactions with us. You should read our [Privacy Statement](#) before completing the enrollment process for Online Banking.

It is our general policy to treat your account information as confidential, and we will disclose information to third parties about your Accounts or transactions ONLY in the following situations:

- a. Where it is necessary for completing a transaction;
- b. Where it is necessary for activating additional services;
- c. To verify the existence and condition of your account to a third party, such as a credit bureau;
- d. To consulting firms, in an aggregate and non-personally identifiable format, for research and product improvement purposes only;
- e. To comply with governmental agency or court orders;
- f. As allowed by law, or
- f. If you give us your written permission.

Please refer to our Privacy Statement for additional 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. Access IDs and Passwords. One of the main security features protecting your Account(s) is the unique combination of your Access ID and Password. During the enrollment process, you will be asked to select a unique Access ID 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 ACCESS ID, 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 Access ID 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; Errors and Questions.

- a. For Consumer Accounts Only. You shall notify us IMMEDIATELY if you believe your Access ID and/or Password has been lost, stolen, or compromised in any way, or if you believe that a transaction was initiated without your authorization. Your liability, the Bank's liability, and the error resolution process is set forth in detail in the [EFT Disclosure](#). The EFT Disclosure and this paragraph does not apply to Non-Consumer Accounts.
- b. For Non-Consumer Accounts Only. You shall promptly review all information regarding Account activity available to you (including information available through Online Banking and through any other online Service, in periodic account statements), to ensure that all debits and credits to its Account(s) are consistent with your records. You shall promptly, by telephone and in writing, notify Bank of any discrepancy between your records and the information regarding Account activity available to you. If you fail to notify Bank of any such discrepancy as soon as practicable after receipt of such information and in any event no later than 30 days thereafter, Client agrees that, to the fullest extent permitted by applicable law, Bank shall not be liable for the discrepancy, error, unauthorized debit or any other losses (including loss of interest) that could have been avoided had you given Bank timely notice. Notwithstanding the foregoing, Bank reserves the right, in its sole discretion, to adjust transaction records for good cause after the expiration of said 30-day period. The periodic account statements provided to you by Bank will notify you of all credits to your Accounts, including incoming Wire Transfers and ACH credit entries. You agree that Bank will not be required to provide any other notice to you of receipt of credits. You acknowledge that the security procedures set forth in this Agreement are commercially reasonable in all respects. This paragraph does not apply to Consumer Accounts.

26. Our Liability. 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. You may 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; or
- b. Contact us in writing at Bridgewater Bank, 4450 Excelsior Blvd, Suite 100, St. Louis Park, MN 55416

For Consumer Accounts Only. Error Resolution Notice is set forth in detail in the [EFT Disclosure](#).

H. MISCELLANEOUS

29. Amendments. We may amend this Agreement, Online Banking services and the terms and conditions of such services, applicable fees, and/or service charges at any time. In such event, we will provide notice to you by electronic mail or by regular mail or by posting the updated terms on the sites within the Online Banking, and your use of Online Banking after we provide such notice will constitute your agreement to and acceptance of such changes. We encourage you to review this Agreement regularly.

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 "Accept" 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 "Accept" button further indicates your acceptance of the terms and conditions of this Agreement.

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

Bridgewater Bank Alerts Terms and Conditions

Alerts. Your enrollment in Bridgewater Bank Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Bridgewater Bank account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new alerts from time to time or cancel old alerts. We usually notify you when we cancel alerts, but are not obligated to do so. Bridgewater Bank reserves the right to terminate its alerts service at any time without prior notice to you.

Methods of Delivery. We may provide alerts through one or more channels (“endpoints”): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your **Bridgewater Bank** Online Banking message inbox. You agree to receive alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and text message alerts provided through the alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop alerts via text message, **text "STOP" to 96924 at anytime.** Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in Bridgewater Bank Online Banking. For help with SMS text alerts, text “HELP” to 96924. In case of questions please contact customer service at 1-952-893-6868. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. Bridgewater Bank provides alerts as a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Bridgewater Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Bridgewater Bank, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. **As** alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. **You acknowledge and agree that** alerts may not be encrypted and may include your name and some information about your accounts, **and anyone with access to your alerts will be able to view the contents of these messages.**

Account to Account Transfer Terms of Service

ACCOUNT TO ACCOUNT TRANSFER SERVICES MAY ONLY BE USED FOR CONSUMER PURPOSES – SEE SECTION 42 OF THIS AGREEMENT

1. Introduction. This Account to Account Transfer Terms of Service document (hereinafter "Agreement") is a contract between you and Bridgewater Bank (hereinafter "we" or "us") in connection with the Account to Account Transfer Service (as defined below) offered through our online banking site or mobile applications (the "Site"). This Agreement applies to your use of the Account to Account Transfer Service and the portion of the Site through which the Account to Account Transfer Service is offered.

2. Description of Account to Account Transfer Service. The Account to Account transfer service (the "Account to Account Transfer Service") enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand.

3. Definitions.

- a. "Account" means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.
- b. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- c. "Affiliates" are companies related by common ownership or control.
- d. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- e. "Eligible Transaction Account" is a transaction account from which your transfers will be debited, your Account to Account Transfer Service fees, if any, will be automatically debited, or to which transfers and credits to you will be

credited, that is eligible for the Account to Account Transfer Service. An Eligible Transaction Account shall be limited to a checking, money market or savings account that you hold with us.

- f. "External Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.
- g. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- h. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Account to Account Transfer Service to you on our behalf.
- i. "Transfer Instruction" is a specific information provided for a transfer to be made that you provide to the Account to Account Transfer Service for a transfer of funds.

4. Service Providers. We are offering you the Account to Account Transfer Service through one or more Service Providers that we have engaged to render some or all of the Account to Account Transfer Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Account to Account Transfer Service to you, we are the sole party liable to you for any payments or transfers conducted using the Account to Account Transfer Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Account to Account Transfer Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

5. Authorization and Processing.

- a. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.
- b. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 9 (Account to Account Transfer Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 9 (Account to Account Transfer Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds.
- c. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
 - 1. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
 - 2. The Account to Account Transfer Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
 - 3. The transfer is refused as described in Section 10 (Refused Transfers) below;
 - 4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,
 - 5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution

of the transfer and we have taken reasonable precautions to avoid those circumstances.

- d. It is your responsibility to ensure the accuracy of any information that you enter into the Account to Account Transfer Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

6. Transfer Methods and Amounts. There are limits on the amount of money you can send or receive through our Account to Account Transfer Service. Your limits may be adjusted from time-to-time in our sole discretion. You may have the ability to log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Account to Account Transfer Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you.

7. Transfer Cancellation Requests. You may cancel a transfer at any time until it begins processing (as shown in the Account to Account Transfer Service). We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Account that we debited for the funds transfer. If this is unsuccessful (for example, the Eligible Transaction Account has been closed) we will make reasonable attempts to otherwise return the funds to you.

8. Stop Transfer Requests. If you desire to stop any transfer that has already been processed, you must contact customer care for the Account to Account Transfer Service pursuant to Section 26 (Errors, Questions, and Complaints). Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

9. Account to Account Transfer Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Account to Account Transfer Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Account to Account Transfer Service or Site. Any applicable fees will be charged regardless of whether the Account to Account Transfer Service was used, except for fees that are specifically use-based. Use-based fees for the Account to Account Transfer Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Account to Account Transfer Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 22 (Failed Or Returned Transfer Instructions) applies if you do not pay our fees and charges for the Account to Account Transfer Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; Section 22 (Failed Or Returned Transfer Instructions) should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

10. Refused Transfers. We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.

11. Returned Transfers. In using the Account to Account Transfer Service, you understand transfers may be returned for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer and credit your Account from which you attempted to transfer funds. You may receive notification from us.

12. Notices to Us Regarding the Account to Account Transfer Service. Except as otherwise stated below, notice to us concerning the Site or the Account to Account Transfer Service must be sent by postal mail to: 4450 Excelsior Blvd, Ste 100, St. Louis Park, MN 55416. We may also be reached at 952-893-6868 for questions and other purposes concerning the Account to Account Transfer Service. We will act on your telephone calls as described below in Section 26 (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

13. Notices to You. You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Account to Account Transfer Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Account to Account

Transfer Service setup or customer profile. For example, users of the Account to Account Transfer Service may receive certain notices (such as notices of processed Transfer Instructions, alerts for validation and notices of receipt of transfers) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the Account to Account Transfer Service if you withdraw your consent to receive electronic communications.

14. Text Messages, Calls and/or Emails to You. By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

15. Receipts and Transaction History. You may view your transaction history by logging into the Account to Account Transfer Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

16. Your Privacy; Privacy of Others. 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. If you receive information about another person through the Account to Account Transfer Service, you agree to keep the information confidential and only use it in connection with the Account to Account Transfer Service.

17. Eligibility. The Account to Account Transfer Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Account to Account Transfer Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Account to Account Transfer Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

18. Prohibited Transfers. The following types of transfers are prohibited through the Account to Account Transfer Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such transfers:

- a. Transfers to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Transfers that violate any law, statute, ordinance or regulation; and
- c. Transfers that violate the Acceptable Use terms in Section 19 (Acceptable Use) below; and
- d. Transfers related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
- e. Transfers related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and

- f. Transfers relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges, or check cashing, or (6) provide credit repair or debt settlement services; and
- g. Transfers relating to tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited transfers. We encourage you to provide notice to us by the methods described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above of any violations of the Agreement generally.

19. Acceptable Use. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Account to Account Transfer Service, regardless of the purpose of the use, and for all communications you send through the Account to Account Transfer Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Account to Account Transfer Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Account to Account Transfer Service or the portion of the Site through which the Account to Account Transfer Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Account to Account Transfer Service, or interfere or attempt to interfere, with the Site or the Account to Account Transfer Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above of any violations of the Agreement generally.

20. Your Liability for Unauthorized Transfers. Your responsibilities for unauthorized transfers are set forth in detail in the Online Banking Agreement and the EFT Disclosure referenced therein.

21. Taxes. It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

22. Failed or Returned Transfer Instructions. In using the Account to Account Transfer Service, you are requesting that we or our Service Provider attempt to make transfers for you from your Eligible Transaction Account. If the Transfer Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Transfer Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the transfer), the Transfer Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Transfer Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse our Service Provider immediately upon demand the amount of the Transfer Instruction if the transfer has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
- b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Transfer Instruction cannot be debited because

you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the transfer, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;

c. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

23. Address or Banking Changes. It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Account to Account Transfer Service, changes may be able to be made within the user interface of the Account to Account Transfer Service or by contacting customer care for the Account to Account Transfer Service as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Transfer Instructions or contact information.

24. Information Authorization. Your enrollment in the applicable Account to Account Transfer Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Account to Account Transfer Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Account to Account Transfer Service, to authenticate you when you log in, to send you information about the Account to Account Transfer Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Account to Account Transfer Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Account to Account Transfer Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Account to Account Transfer Service.

- a. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
- b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

25. Account to Account Transfer Service Termination, Cancellation, or Suspension. If you wish to cancel the Account to Account Transfer Service, you may contact us as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. Any transfer(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Account to Account Transfer Service at any

time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

26. Errors, Questions, and Complaints. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in in the Online Banking Agreement and EFT Disclosure referenced therein.

27. Intellectual Property. All marks and logos related to the Account to Account Transfer Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Account to Account Transfer Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Account to Account Transfer Service, the portion of the Site through which the Account to Account Transfer Service is offered, the technology related to the Site and Account to Account Transfer Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Account to Account Transfer Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

28. Links and Frames. Links to other sites may be provided on the portion of the Site through which the Account to Account Transfer Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Account to Account Transfer Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

29. Password and Security. If you are issued or create any password or other credentials to access the Account to Account Transfer Service or the portion of the Site through which the Account to Account Transfer Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Account to Account Transfer Service without your consent, you must inform us at once at the telephone number provided in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. See also Section 20 (Your Liability for Unauthorized Transfers) above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

30. Amendments. We may amend this Agreement and any applicable fees and charges for the Account to Account Transfer Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Account to Account Transfer Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Account to Account Transfer Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Account to Account Transfer Service, and/or related applications and material, and limit access to only the Account to Account Transfer Service's more recent revisions, updates, upgrades or enhancements.

31. Our Relationship With You. We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Account to Account Transfer Service. We do not have control of, or liability for,

any products or services that are paid for with our Account to Account Transfer Service. We also do not guarantee the identity of any user of the Account to Account Transfer Service (including but not limited to recipients to whom you send transfers).

32. Assignment. You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

33. Remedies. If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Account to Account Transfer Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Account to Account Transfer Service for any reason or no reason and at any time. The remedies contained in this Section 33 are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

34. Disputes. In the event of a dispute regarding the Account to Account Transfer Service, you and we agree to resolve the dispute by looking to this Agreement.

35. Law and Forum for Disputes. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates arising under this Agreement.

36. Indemnification. You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Account to Account Transfer Service.

37. Release. You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Account to Account Transfer Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

38. No Waiver. We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part 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 one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

39. Exclusions of Warranties. THE SITE AND ACCOUNT TO ACCOUNT TRANSFER SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR ACCOUNT TO ACCOUNT TRANSFER SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

40. Limitation of Liability. THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE ACCOUNT TO ACCOUNT TRANSFER SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE ACCOUNT TO ACCOUNT TRANSFER SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE ACCOUNT TO ACCOUNT TRANSFER SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE ACCOUNT TO ACCOUNT TRANSFER SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE ACCOUNT TO ACCOUNT TRANSFER SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE ACCOUNT TO ACCOUNT TRANSFER SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTION 35 ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

41. Complete Agreement, Severability, Captions, and Survival. You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Account to Account Transfer Service and the portion of the Site through which the Account to Account Transfer Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 4, 12, 13, 21, 22, 27 and 32- 42 of the Agreement, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

42. Consumer Use Only. You represent, warrant, and covenant that you will use the Account to Account Transfer Services solely for consumer purposes and will not use the Account to Account Transfer Services for commercial or business purposes.

TERMS AND CONDITIONS-MOBILE DEPOSIT SERVICE

These Terms and Conditions of Mobile Deposit Services (these "Terms") is an agreement by and between Bridgewater Bank ("BWB", the "Bank", "us", "our" or "we") and you, the Customer ("you" and "your") regarding the terms and conditions for the use of Bridgewater Bank's Mobile Deposit product described below. Other agreements you have entered into with the Bank, including but not limited to the Terms and Conditions of Your Account, and Online Banking Agreement governing your account(s) (collectively referred to as (the "other agreements"), are incorporated by reference and made a part of these Terms. In the event of a discrepancy between these Terms and other agreements, the terms of these Terms shall prevail. All the terms and conditions of Mobile Banking provided above apply to BWB Mobile Deposit. These Terms are governed by and subject to all applicable federal laws and the laws of the State of Minnesota, as well as regulations and

rules that may be promulgated in accordance with federal and state law. When used in these Terms, the term “applicable law” includes all of the above.

1. Use of Service. BWB Mobile Deposit (“Service”) includes the software, hardware and processes that allow you to electronically capture an image (or picture) of an eligible check using a mobile capture device, such as a smartphone or similar device, and transmit the item to The Bank for deposit into your designated account from any remote location. By using the Service, you authorize the Bank to convert checks to images or create substitute checks for the purpose of clearing the check.

2. Acceptance and Amendments of these Terms. By electronically accepting these Terms, you are agreeing to all of the terms outlined within it. BWB reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Service. We will provide you with advance notice of any changes to the terms of these Terms when required to do so by applicable law. Your continued use of the Service after we provide you notice of changes will indicate your acceptance of the revised Agreement.

3. Limitations of Service. When using the Service, you may experience technical or other difficulties. We are not responsible for any technical or other difficulties or any resulting damage that you may incur. In the event the Service is unavailable, you may deposit original checks at our branches or by mailing the original check to Bridgewater Bank, 4450 Excelsior Blvd, Ste 100, St. Louis Park, MN 55416

4. Hardware and Software. In order to use the Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by the Bank. You will be required to download and install the Service application to your smart phone device from your wireless service provider. The Bank 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.

5. Fees. The service is provided at no charge to you. We may, upon at least 30 days prior notice to you, to the extent required by applicable law, charge a 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. Further, you will be required to designate an account at Bridgewater Bank from which fees for the Service will be debited.

6. Deposit Limits. For security reasons, we implement limits on the number and /or dollar amount of mobile deposits you can make using the Service. We reserve the right to impose limits on the amount(s) and/or number of deposits (over a period of time set by us) that you transmit using the Service and to modify such limits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit.

7. Eligible Items. Subject to exclusions described elsewhere in these Terms, you agree to scan and deposit only checks drawn on U.S. Banks in U.S. dollars. You may only use the Service to deposit original paper checks that are made payable to the name of the account owner.

8. Unacceptable Items for Deposit. You understand and agree that you will not use the Service to deposit any unacceptable item. Unacceptable items include, but are not limited to the following:

- Checks payable to any person or entity other than you. i.e., any item that is made payable to another party and then endorsed to you by such party;
- Checks payable to you and another party who is not a joint owner on the account;
- Checks that are postdated or more than six (6) months old;
- Checks that have previously been negotiated;
- Checks that are missing processing information, such as illegible or missing account or bank routing numbers;
- Checks containing an obvious alteration to any of the fields on the front of the check or item which you know or suspect, or should know or suspect to be fraudulent;
- Items prohibited by our current procedures relating to the Service or which are otherwise not acceptable under the terms of your Account Agreement;
- Checks that have previously been returned unpaid for any reason; and
- Insurance Drafts.

9. Funds Availability and Cut-Off Time. You agree that items transmitted using the Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. If an image of an item you transmit through the Service is received, reviewed and accepted before 4:30 p.m. Central Standard Time on a business day that we are open, 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 the next business day from the day of deposit.

10. Receipt of Deposit. We reserve the right to reject any item transmitted through this Service, at our discretion, and will not be liable for doing so. We are not liable for items we do not receive or for images that are not transmitted completely. Upon receipt of the digital image, we will review the image for acceptability. We will notify you by e-mail if your deposit is rejected. To confirm acceptance of a mobile deposit using your mobile device, under the "Deposits" tab, select the Deposit History link. An "Approved" status means that the deposit has been accepted. "Approved" does not mean that your account will not be charged back for the amount of the deposit and any applicable returned deposited item fee if the check image presented is dishonored or returned unpaid for any reason by the financial institution on which it is drawn. Following receipt, we may process the image by preparing a "substitute check" or using the image to clear the item.

11. Returned Deposits. Credit to your account for any check deposited using the Service is provisional. If a check that you deposit using the Service is returned or charged back on your account, it will be deducted in full from your account along with any fees that are incurred due to the check's rejection. We are not responsible for any losses incurred as a result of deposits returned on your account.

12. Email Address. You agree to notify us immediately if you change your email address. We are not responsible for any losses incurred as a result of you not receiving or otherwise not reading notifications or confirmations we send to you.

13. Endorsement. You agree to properly endorse all items transmitted using the Service. You agree to physically endorse each check that is deposited through Mobile Deposit. User shall endorse check(s) with, endorse each check with "BWB Mobile Deposit and the current date." You agree to follow any and all other procedures and instructions for use of Mobile Deposit as we may establish from time to time. If check(s) are not endorsed with the restrictive endorsement outlined above, BWB may reject the deposited check(s). This includes a signature(s) from the named payee(s). We may not accept checks with multiple endorsements for deposit unless we are able to verify each endorsement.

14. Disposal of Transmitted Checks. After you receive confirmation that we have received an image of your deposited item, you will securely store the original check for thirty (30) days ("Retention Period") to ensure that it is not re-presented for payment. During the Retention Period and upon our request, you agree to provide us with the original check to aid in the clearing and collection process or as we otherwise deem necessary. If you are unable to provide a sufficient copy of the front and back of the check you will be liable for any unresolved claims by third parties. After the Retention Period and the destruction of the original check, the image will be the sole evidence of the original check. You agree you will never re-present the original check. You understand that you are responsible if the original check is ever presented again for payment. You will not store or make a back-up copy of the electronic item.

15. Image quality. The image of an item transmitted using the Service must be legible and clear. It must not be altered. It must capture all pertinent information from the front and back of the item. Image quality must comply with industry requirement established and updated by the ANSI, Federal Reserve Board and any other regulatory agency.

16. Business Accounts. The following provisions are applicable to Business Accounts. "Business Accounts" mean accounts owned and used by sole proprietorships, partnerships, limited liability companies, corporations, and other forms of business organizations that are not "consumer" accounts and are not maintained primarily for personal, family, or household purposes. For Business Accounts using the service, the Bank is not responsible for any loss, injury or damage, whether direct, indirect, special, consequential, exemplary, economic or otherwise, caused by the service or the use of the service except as otherwise expressly provided for in his Agreement or by applicable law. By using the service to access your Business Accounts, you are responsible for any unauthorized use of the service and any loss or damages incurred due to the unauthorized access to your Business Accounts. If any person authorized access through this service to conduct transactions on any Business Account is no longer authorized, it is your responsibility to notify the Bank. The Bank shall not be liable or responsible to you for any transactions conducted on a Business Account by any person whose authority to conduct transactions is no longer in effect until the Bank is expressly notified.

17. Mobile Deposit Security. You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone at 952-893-6868 and with prompt written confirmation if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time destruction.

If warranted, in our reasonable judgment, we reserve the right to monitor your Mobile Deposit activity, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under these Terms.

18. Your Responsibility. You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect to illegible images to us or if the Service is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us. In addition you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service.

19. Accountholder's Indemnification Obligation. You understand and agree that you are required to indemnify us and all of our affiliates, officers, employees and agents and hold us and all of our affiliates, officers, employees and agents harmless from and against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising from your use of BWB Mobile Deposit and/or any breach of the terms and conditions of these Terms. You understand and agree that this paragraph shall survive the termination of these Terms. You understand and agree that you are required to indemnify our technology partners and hold harmless their affiliates, officers, employees and agents against any third party claims, suits, proceedings, actions or demands, including claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to us or your use of BWB Mobile Deposit or our technology partners' applications relating thereto, unless such claim directly results from an action or omission made by our technology partners in bad faith. You understand and agree that this paragraph shall survive the termination of these Terms.

20. DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF BWB MOBILE DEPOSIT 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 BWB MOBILE DEPOSIT, 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 BWB MOBILE DEPOSIT WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED USING BWB MOBILE DEPOSIT WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN BWB MOBILE DEPOSIT OR ANY OF THE TECHNOLOGY RELATED THERETO WILL BE CORRECTED.

21. LIMITATION OF LIABILITY. YOU AGREE THAT WE 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 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, BWB MOBILE DEPOSIT REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

22. Errors. You agree to immediately notify us of any suspected errors regarding checks deposited through the Service by calling 952-893-6868 and by e-mail at Bankmail@Bridgewaterbankmn.com

23. Termination. 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. You may terminate this service anytime by sending a written request by e-mail to: Bankmail@Bridgewaterbankmn.com or by first class mail to: Bridgewater Bank, Operations Department, 4450 Excelsior Blvd, Ste 100, St Louis Park, MN 55416. Termination by either party will not affect your obligations under these Terms, even if we allow a transaction to be completed after the termination of these Terms.

24. Severability. If any of the provisions of these Terms are deemed invalid under any applicable law, all remaining provision shall remain in full force and effect.

25. Entire Agreement. These Terms, including all agreements and other documents incorporated by reference, embody the entire agreement between the parties. Any oral agreements, promises, negotiations, or representations not expressly set forth in these Terms are of no force or effect.

SUPPLEMENTAL TERMS OF USE FOR CARD CONTROLS

The following supplemental Terms of Use (“Supplement”) applies to the card controls feature (“Card Controls”) within the Mobile Banking mobile application (“Mobile Banking App”), notwithstanding anything in the Agreement to the contrary. The Supplement only applies to Card Controls. If Card Controls are not available to you, then this Supplement does not apply. To the extent there is any conflict between the terms of the Agreement and this Supplement with respect to Card Controls, then the terms in this Supplement shall apply.

1. The Card Controls feature is only available for debit cards issued by Bridgewater Bank that you register within the Mobile Banking App.

2. The Card Controls alerts and controls you set through use of the Mobile Banking App may continue to apply, even if you delete the Mobile Banking App or remove it from your mobile device. Please contact Bridgewater Bank to discontinue the alerts and controls.

3. Certain Card Control functionality within the Mobile Banking App may not be available for all transactions. Controls and alerts based on the location of the mobile device where the Mobile Banking App is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant’s registered address.

4. Card Controls may enable access to Bridgewater Bank and third parties’ services and web sites, including GPS locator websites, such as Google’s. Use of such services may require Internet access and that you accept additional terms and conditions applicable thereto.

5. To the extent this Mobile Banking App allows you to access third party services, Bridgewater Bank, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.

6. THE MOBILE BANKING APP, THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE MOBILE BANKING APP OR THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE PROHIBITED BY STATE LAW.

7. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE MOBILE BANKING APP AND THE SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES THAT IS CAUSED BY OR ARISES OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE MOBILE BANKING APP, OR THE SERVICES, OR THE WEBSITES THROUGH WHICH THE MOBILE BANKING APP OR THE SERVICE OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM, ARISING FROM OR RELATED TO THE MOBILE BANKING APP, THE SERVICES OR THE WEBSITE THROUGH WHICH THE APP OR THE SERVICES IS OFFERED, THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND LICENSORS AND CONTRACTORS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE

EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Other Terms and Conditions

The following supplemental Terms of Use ("Supplement") applies to use of the Bridgewater Bank Mobile Banking mobile application ("Mobile Banking App"), notwithstanding anything in the Agreement to the contrary. To the extent there is any conflict between the terms of the Agreement and this Supplement, then the terms in this Supplement shall apply.

1. Privacy and User Information – Data Analytics. You acknowledge that in connection with your use of Mobile Banking, Bridgewater Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking or the Software. Bridgewater Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking, perform analytics to improve the service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you.

2. Restrictions on Use. You agree not to use the Services and Mobile Banking App in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use the Services and Mobile Banking App to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Financial Institution (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Financial Institution or any third-party service provider involved in the provision of the Services; or (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or Services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Financial Institution, any third-party service provider involved in providing the Services, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (i) access any Mobile Banking App or Services for which your use has not been authorized; or (ii) use or attempt to use a third party's account; or (iii) interfere in any manner the provision of the Services or Mobile Banking App, the security of the Services or Mobile Banking App, or other customers of the Services or Mobile Banking App, or otherwise abuse the Services or Mobile Banking App.

3. Touch ID™ for Mobile Banking. Touch ID is an optional fingerprint sign-in method for Bridgewater Bank Mobile Banking that is currently available for most Apple® devices that have a fingerprint scanner. To use Touch ID, you will need to save your fingerprint by going to "Settings > Touch ID & Passcode" on your Apple device to complete the setup (for more help with fingerprint scanning, contact Apple support at apple.com/support). Fingerprints are stored on your device only and Bridgewater Bank never sees or stores your fingerprint information. You acknowledge that by enabling Touch ID, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within Bridgewater Bank Mobile Banking. Bridgewater Bank reserves the right to suspend or disable this feature at any time. Touch ID can only be associated with one Mobile Banking username at a time on a device. If your device doesn't recognize your fingerprint, you can sign in using your password. To use Touch ID for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Touch ID anytime from the Services menu within Bridgewater Bank Mobile Banking. Apple and Touch ID are trademarks of Apple Inc. Currently, fingerprint sign-in for Bridgewater Bank Mobile Banking is only available on compatible iOS devices.

4. Fingerprint Login for Mobile Banking. Fingerprint Login is an optional fingerprint sign-in method for Bridgewater Bank Mobile Banking that may be available for Certain Android mobile devices that have a built-in fingerprint scanner. To use Fingerprint Login, you will need to first save your fingerprint on your mobile device (for more help with fingerprint scanning, contact the manufacturer that supports your mobile device). Fingerprints are stored on your device only and Bridgewater Bank never sees or stores your fingerprint information. You acknowledge that by enabling Fingerprint Login, you will allow anyone who has a fingerprint stored on your device to have access to your personal and payment account information within Bridgewater Bank Mobile Banking. Bridgewater Bank reserves the right to suspend or disable this feature at any time. Fingerprint Login can only be associated with one Mobile Banking username at a time on a device. If your device does not recognize your fingerprint, you can sign in using your standard login credentials (e.g. password). To use Fingerprint Login for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Fingerprint Login anytime within Bridgewater Bank Mobile Banking. Android is a trademark of Google Inc.