



BRIDGEWATER BANK

PROCEED WITH ENROLLMENT IN BRIDGEWATER BANK ONLINE BANKING AND MOBILE SERVICES

By clicking on the "Accept" button below, you represent and warrant that you are the owner of the Eligible Transaction Account(s) to be enrolled in Online Banking and/or have been authorized by the owner to enroll in Online Banking. Clicking the "Accept" button further indicates your acceptance of the terms and conditions of this Agreement, including the General Terms for Online Banking and Mobile Services and each set of terms that applies to the specific Service that you are using.

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

GENERAL TERMS FOR ONLINE BANKING AND MOBILE SERVICES

This document (hereinafter the "Agreement") is a contract between you and Bridgewater Bank (hereinafter "we" or "us") in connection with each service that is described in the rest of this Agreement or any addenda that applies to services you use from us, as applicable (each, a "Service") offered through our online banking site or mobile application (collectively, the "Site"). The Agreement consists of these General Terms for Online Banking and Mobile Services and any applicable addenda. This Agreement applies to your use of Online Banking and any Service and the portion of the Site through which such Service is offered. YOUR USE OF ONLINE BANKING AND ANY SERVICE WILL BE DEEMED AN ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH HEREIN FOR ONLINE BANKING AND SUCH SERVICE.

DEFINITIONS

In addition to those terms defined within the body of this Agreement, the terms listed below have the following defined meanings for the purposes of this Agreement:

- **"Access Device"** means a computer, tablet, smartphone, or mobile device.
- **"Access Equipment"** means all software, hardware or other equipment necessary for you to access and use Online Banking, including but not limited to an Access Device.
- **"Account Contract"** means (i) our current Account Agreement and related Terms and Conditions, (ii) all disclosures relating to the foregoing, (iii) other forms to process or authenticate transactions for your Eligible Transaction Account or supplement the Service, and (iv) all amendments or additions to any of the foregoing that we issue or post from time to time.
- **"ACH Network"** means the automated clearing house funds transfer system governed by the NACHA Rules that provides for the interbank clearing of electronic debit and credit entries for participating financial institutions.
- **"Agreement to Receive Electronic Statements"** means that certain disclosure provided to you regarding electronic statements for your Eligible Transaction Accounts.
- **"Authorized Representative"** means any person (i) who has actual or apparent authority to access, manage, administer, or transact business for an Eligible Transaction Account or a Service, regardless of whether that person has signed a signature card or other relevant documentation.
- **"Affiliates"** are companies related by common ownership or control.
- **"Business Day"** is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- **"BWB Mobile Application"** means the Bridgewater Bank Mobile Banking application that is available for download from the Google Play™ and Apple® app stores by Users of Online Banking Services.
- **"BWB Mobile Banking"** and **"Mobile Banking"** means accessing and using those Services which are available from time to time through the BWB Mobile Application.
- **"BWB Online Banking"** and **"Online Banking"** means the internet-based banking Services provided by us pursuant to this Agreement, including through use of the Services through the BWB Mobile Application.
- **"Consumer"** means a natural person or persons (not a business entity or other entity) with an account which is used primarily for personal, family or household purposes.
- **"Consumer Account"** means an account owned by a Consumer.
- **"EFT Disclosure"** means the Electronic Fund Transfers disclosure located [here](#), as may be updated from time to time.
- **"Eligible Transaction Account"** means each account that you maintain with us and includes Non-Consumer Accounts and Consumer Accounts. Depending on the Service, an Eligible Transaction Account may include a

checking, money market or other direct deposit account, or debit card account.

- **“External Account(s)”** means your account(s) at other financial institutions in the United States.
- **“Instant Account Verification”** means the process by which Bridgewater Bank or a Service Provider allows you to add and confirm an External Account for transfers in a single session.
- **“NACHA”** means National Automated Clearing House Association.
- **“NACHA Rules”** means the NACHA Operating Rules, as amended from time to time.
- **“Non-Consumer Account”** means an account that is not a Consumer Account, including a business account or other non-personal account.
- **“Online and Mobile Banking Privacy Policy”** means that certain Online and Mobile Banking Privacy Policy located [here](#), as may be updated from time to time.
- **“Overdraft Line of Credit”** means a type of credit facility linked to a checking account that allows an owner to borrow funds when their account balance is not sufficient to cover a transaction. At Bridgewater, an overdraft line of credit will be either a Consumer Overdraft Line of Credit or a Commercial Overdraft Line of Credit.
- **“Payment Instruction”** is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.
- **“Payment Network”** means a debit or credit network (such as the ACH Network) through which funds may be transferred.
- **“Privacy Policy”** means that certain Privacy Policy located [here](#), as may be updated from time to time.
- **“Service Provider”** means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.
- **“Site”** or **“Website”** means all web pages maintained by us and accessible through our Online Banking site or BWB Mobile Application.
- **“Transfer Instruction”** means a specific Payment Instruction that you provide to the Service for a transfer of funds.
- **“you”, “your”, or “User”** means (i) an individual or entity that is the owner of an Eligible Transaction Account or (ii) an Authorized Representative.

1. ABOUT THIS AGREEMENT

1(a). Basic Features

Under the terms and conditions of this Agreement, you may use Online Banking to:

- Obtain account balance and transaction information;
- Transfer funds between your accounts;
- View and print account statements and check images;
- Download transactions for use with Quicken® and QuickBooks®.

We may add or remove certain features and/or functionality available from time to time. You may use Online Banking 7 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. The Service will not be activated until you take the necessary steps to do so through the Site. Any Service you have activated will remain active until you terminate the Service.

1(b). Other Agreements with Us and Conflicts Between Agreements

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.

Terms, disclosures, and instructions that appear on a screen when enrolling for, activating, accessing, or using Online Banking, or any Service are also considered part of this Agreement.

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

If any Service is not available to you, or you do not enroll in that Service, then that Service section of this Agreement or any addendum does not apply to you.

1(c). Account Requirements and Eligibility

To subscribe to Online Banking or any Service, you must maintain at least one Eligible Transaction Account. Online Banking and the Services are offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, Online Banking and the Services are 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. Moreover, the minor must be at least thirteen years old to use Online Banking. By using Online Banking and the Services, you represent that you meet these requirements and that you agree to be bound by this Agreement. We may allow you to grant your child use or access to the Site and certain Services that are linked to your profile on the Site. If you authorize us to grant your child such use or access, you acknowledge and agree that this Agreement, and any applicable Service addenda, will apply to your child. You further agree and accept full responsibility for your child's use of the Site and Services, including any liability that he or she may incur in connection with his/her use of the Site or Services.

The following Services are not offered to minors and you hereby agree you must be at least eighteen years old to use the following Services:

- Account Aggregation;
- Account Linking and Display;
- Bill Pay Service;
- SavvyMoney; and
- Zelle® Payment Service.

We do not make any representation that Online Banking and the Services are appropriate or available for use outside of the United States. You are prohibited from accessing Online Banking and the Services from territories where the use of Online Banking and the Services is not permitted. If you choose to access Online Banking and the Services from locations outside the United States, you do so at your own risk and you are responsible for compliance with local laws and regulations. We reserve the right to deny you the ability to access Online Banking and the Services, to limit access or transactions or to revoke your access to Online Banking and any Service without advance notice to you.

2. MULTIPLE USERS

2(a). Owners, Joint Account Owners, and Authorized Representatives

If an Eligible Transaction Account is owned by more than one person (joint account) or has an Authorized Representative, each person may: (i) provide us with instructions (written, electronic, or verbal); (ii) make any decision; (iii) obtain any information; (iv) or make any request associated with the Eligible Transaction Account and related Service, to the extent allowed by agreements covering the Eligible Transaction Account. In addition, all owners and Authorized Representatives of an Eligible Transaction Account have the right to receive communications from us.

Each owner of an Eligible Transaction Account and each Authorized Representative will need to individually enroll in Online Banking and any applicable Service to access it, and will each need a unique password and username.

Transactions by any Authorized Representative are considered authorized, unless (a) the owner of the Eligible Transaction Account tells us that they are no longer authorized as an Authorized Representative, and (b) we have had reasonable opportunity to act on your notification (unless otherwise provided by law or regulation).

Please note that you cannot add an owner to an Eligible Transaction Account through Online Banking.

2(b). Multiple Users and Signature Requirement Waiver

Any requirement to verify two or more signatures on any item (such as a check) does not apply to Online Banking. This means that you are allowing any User for that Eligible Transaction Account to independently make electronic transfers, even though his or her authority to transfer or withdraw funds from your Eligible Transaction Account by some other means (such as by check) must be exercised jointly with one or more other persons. This provision controls and takes precedence over any conflicting provision in any other agreements you have with us.

2(c). Summary of Acknowledgements

You agree that:

- Each of your Authorized Representatives will be acting as your agent and will be bound by this Agreement and any separate agreement governing the Eligible Transaction Account or Service.
- We may rely and act on the instructions of any Authorized Representative.
- All transactions that an Authorized Representative performs on an Eligible Transaction Account or Service, including those you did not want or intend, are transactions authorized by you. Unless prohibited by applicable law, you are solely responsible for those transactions.
- You are solely responsible for supervising all of your Authorized Representatives, and monitoring the actions they take on your behalf.
- You will be responsible for ensuring each Authorized Representative maintains the confidentiality of that person's username, password, or other login identification.

3. ACCESS, AUTHORIZATION, AND AVAILABILITY

3(a). Accessing Eligible Transaction Accounts and Services

You authorize us to provide access to your Eligible Transaction Accounts and Online Banking through the Site. To access your Eligible Transaction Accounts and Services through the Site, you need a username, a password, and Access Equipment. To complete your enrollment in the Service, you will be required to validate your email address. Additionally, you are required to maintain an email address that is continuously operational to receive email communications from us in order to continue to access your Eligible Transaction Accounts and Online Banking through the Website. You must provide all Access Devices and Access Equipment (other than any software provided by us), and services you need to access Online Banking and any Service. You must also comply with any other security procedures we may establish.

3(b). Information Authorization

Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each 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 Service, to authenticate you when you log in, to send you information about the 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 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 affect, 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 Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service. The following provisions in this Section apply to certain Services:

- **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your mobile 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.
- **Access Device Data.** We may share certain personal information and Access Device-identifying technical data about you and your Access Devices with 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 Website by devices associated with fraudulent or abusive activity. Such information may be used by us and our Service Providers to provide similar fraud management and prevention services for Services or websites not provided by us. We will not share with Service Providers any information that personally identifies the user of the applicable Access Device.

3(c). Account Linking and Display

Once you enroll in Online Banking, you can link and display all of your Eligible Transaction Accounts in one place. These linked Eligible Transaction Accounts may be subject to certain limitations and restrictions. Eligible Transaction Accounts will appear on your “My Accounts” page on the Website without regard to who else may have an ownership interest in each Eligible Transaction Account.

3(d). Availability and Unavailability of Service

Subject to the terms of this Agreement, you will generally be able to access your Eligible Transaction Accounts and Services through the Website 24 hours per day, 7 days per week.

Sometimes Online Banking or a Service may be unavailable due to system maintenance or circumstances beyond our control. During these times, you may be able to call customer service at **952-893-6868**, use an ATM, or visit one of our branches to obtain information about your Eligible Transaction Account or to perform a transaction.

3(e). 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 Online Banking and any Service, regardless of the purpose of the use, and for all communications you send through Online Banking or any 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 Online Banking or any 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 Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the 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 19(g) (Complaints, Feedback, and Questions) of any violations of this Agreement.

3(f). Terminating Online Access

This Agreement will be in effect from the date we accept your enrollment in Online Banking and at all times while you are using Online Banking or any Service.

Unless otherwise required by applicable law or regulation, either of us can terminate this Agreement and/or your access to any Eligible Transaction Account, Online Banking, or any Service, in whole or in part, at any time. For example, we may terminate your access to a Service due to inactivity, at any time. We will try to notify you in advance of any termination, but are not required to do so. We also may terminate access upon proper notification of death. Notwithstanding the foregoing, you will remain liable for any fees outstanding at the time of termination.

If you violate any terms of this Agreement (including non-payment of fees under any applicable fee schedule) or any other agreement you have with us, you agree that we may suspend or terminate your access to any of your Eligible Transaction Accounts, Online Banking, or any Service. We are not required to reinstate or re-activate your access.

If you close all your Eligible Transaction Accounts, terminate Online Banking, or withdraw from a Service, we may suspend or terminate your access without prior notification. We are not required to reinstate or re-activate your access. If reinstated, the then-current terms of this Agreement will control.

If you want to remove Online Banking for an Eligible Transaction Account, you can do so through the Website or by calling customer service at **952-893-6868, Monday-Friday 8:30am – 4:30pm Central Time**.

4. ACCOUNT AGGREGATION

4(a). Account Aggregation

By using the account aggregation service (“Account Aggregation Service”), you can create a consolidated view of your Eligible Transaction Accounts and your External Accounts (collectively, “Aggregated Accounts”) and use the Site as your primary online or mobile banking system. This Account Aggregation Service also includes the ability for you to manage certain account details, such as:

- View balance information;
- View transactions;
- View or edit login synced credentials; and
- View or edit account nicknaming.

You authorize us to validate the External Accounts in a manner selected by us, including through the use of Instant Account Verification or a test transfer, in which one or more low value payments is credited to and debited from your External Account. We may permit or deny your ability to add External Accounts from certain financial institutions at any time for any reason without notice to you. You also agree, upon request by us, to take those actions necessary to terminate outstanding authorizations, enter into new authorization, or otherwise give effect to the addition or removal of External Accounts held by those certain financial institutions. You understand and acknowledge that the financial institutions that hold your External Accounts and assets may not be eligible for account aggregation and therefore may be incompatible with the Account Aggregation Service.

4(b). Aggregated Data

A Service Provider will aggregate the data, including historical and transaction-level data, from all Aggregated Accounts (“Aggregated Data”) so the data is normalized and reconciled for any reporting and analytical needs upon authorization by any User. We may include other tools, services, features, and functionality from time to time.

4(c). Use and Ownership of Data

Subject to applicable law, you hereby grant to us and our Service Provider a worldwide, non-exclusive license to certain data regarding your Eligible Transaction Accounts and External Accounts for all purposes necessary and appropriate to provide the Account Aggregation Service, to generate Aggregated Data, to produce and deliver customized reports and analyses for you in connection with your banking relationship with us (“Aggregation Reports”), to provide other products and services you may engage us to provide from time to time (“Aggregation Enabled Services”), and otherwise as may be required to perform under this Agreement.

Consistent with the foregoing, and subject to applicable law, you understand, acknowledge, and agree that: (a) Aggregated Data is the absolute property of Bridgewater Bank and that ownership will not revert to you following any termination of this Agreement; (b) Bridgewater Bank and our Service Provider may use, modify, display, distribute, and create new material using Aggregated Data in connection with the provision of the Account Aggregation Service; (c) you may not copy, reproduce, distribute, or create derivative works from Aggregation Reports or any other content you receive through the Account Aggregation Service or Aggregation Enabled Services; (d) Aggregated Data can be accessed and viewed by individuals who support your relationship with us and as otherwise required to provide the Account Aggregation Service; (e)

Bridgewater Bank and our Service Provider may use Aggregated Data to help optimize your personal use of the Service, to understand what other Bridgewater Bank tools, features, or functionality may be beneficial to you, and to develop and provide you with other products or services; and (f) Bridgewater Bank and our Service Provider may use Aggregated Data that does not identify you individually, whether by name or by any other means of personal identification, for our own business purposes without notice to, or consent of, you, without any particular time limit and without the payment of any fees.

4(d). Your Representations, Warranties, and Covenants

As a condition to the provision of the Account Aggregation Service to you, the owner of the Eligible Transaction Account, and each Authorized Representative, to the extent applicable, makes the following representations, warranties, covenants, and agreements, as of the date hereof, and during such time as this Agreement remains in effect.

- **Account Ownership and Authority.** The owner represents and warrants that he/she/it: (a) has legal ownership of all External Accounts that are designated for aggregation by the Account Aggregation Service, (b) has full power, right, and authority to authorize and permit Bridgewater Bank and our Service Provider to receive account data and to grant the licenses to that data provided for herein, or has obtained all such required authorizations and permissions, (c) is not subject to any legal or regulatory limitations in respect of the External Accounts that would limit or restrict the Account Aggregation Service's ability to request and receive account data, and (d) has all such rights in, and licenses to, the information contained in the account data as may be required in order to permit owner to grant to Bridgewater Bank the licenses granted hereunder, or has obtained such rights and licenses as are necessary for purposes of this Agreement.
- **Provision of Accurate Information.** You agree to provide the Account Aggregation Service with accurate, current, and complete information about his/her/its identity and those External Accounts that are designated for aggregation by the Service, and to maintain and update that information to keep it accurate, current, and complete.
- **Authorization.** You agree, at the request of the Account Aggregation Service, to execute, acknowledge, deliver, file, record, and publish any necessary authorizations on your behalf with each financial institution holding an External Account directing account data to be transmitted to Bridgewater Bank and Service Provider and such other agreements, instruments, and documents, and to perform any and all such other acts and things as may be required to enable the transmission of account data to Bridgewater Bank and Service Provider, or as may otherwise be deemed necessary or desirable to carry out the intent and purposes of this Agreement and to perfect more fully the rights and licenses granted to Bridgewater Bank and Service Provider hereunder. For the avoidance of doubt, no such authorizations will give Bridgewater Bank and Service Provider the ability to withdraw funds, make payments, or otherwise effect transactions in External Accounts on your behalf.
- **Validation.** You agree to independently validate Aggregated Data and to periodically confirm the accuracy of that data through sources independent of the Account Aggregation Service and/or Bridgewater Bank. If you determine that data is inaccurate, incomplete, or otherwise contains misinformation, you agree to promptly contact Bridgewater Bank and/or the relevant financial institution holding an External Account and resolve the issue.
- **Unlawful or Prohibited Use.** You agree to only use the Account Aggregation Service, Aggregation Reports, or Aggregation Enabled Services for bona fide lawful purposes, and not in violation of any applicable law or regulation, or in any other manner that, expressly or implicitly, violates the terms of this Agreement or any other agreements to which you or the Aggregated Accounts are subject.

4(e). Limited Power of Attorney

In order to enable Bridgewater Bank to provide certain aspects of the Account Aggregation Service, you authorize each of Bridgewater Bank and Service Provider to (a) provide authorizations on your behalf to each financial institution holding an External Account to the extent you do not do so directly, (b) request account data pursuant to those authorizations, and (c) utilize the transmitted account data to create Aggregated Data as may be required to provide the Service, Aggregation Reports, and Aggregation Enabled Services. To give effect to the foregoing, you hereby grant each of Bridgewater Bank and Service Provider a limited power of attorney and appoints each of Bridgewater Bank and Service Provider as your true and lawful attorneys-in-fact and agents, each with authority to act independently or jointly, as your true and lawful attorneys-in-fact and agents, with full power of substitution and re-substitution, for you and in your name, place, and stead, in any and all capacities, to enter into agreements with each financial institution holding an External Account, request Customer Data, and use Customer Data, all as described in the preceding sentence and notwithstanding any privacy commitments previously made to you, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. YOU UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT WHEN BRIDGEWATER BANK OR SERVICE PROVIDER IS PROVIDING SUCH AUTHORIZATIONS, AND REQUESTING INFORMATION FROM, EACH FINANCIAL INSTITUTION HOLDING AN EXTERNAL ACCOUNT, BRIDGEWATER BANK OR SERVICE PROVIDER, AS APPLICABLE, IS ACTING AS YOUR AGENT AND NOT THE AGENT OF OR ON BEHALF OF ANY FINANCIAL INSTITUTION HOLDING AN EXTERNAL ACCOUNT. You hereby agree that each financial institution holding an External

Account shall be entitled to rely on the foregoing authorizations, agency appointment, and limited power-of-attorney granted by you to Bridgewater Bank and Aggregation Vendor for all purposes hereunder. You understand that no financial institution holding an External Account is involved in providing the Account Aggregation Service and does not endorse or sponsor the Account Aggregation Service, nor does Bridgewater Bank endorse or recommend the services of any financial institution holding an External Account.

4(f). Fees

We will provide the Account Aggregation Service as a convenience to you for no additional compensation to us above and beyond that which you are obligated to pay under the Account Contract and in connection with Aggregation Enabled Services; provided, however, that we reserve the right to change, or add to, the fees and expenses for the Account Aggregation Service at any time upon providing notice to you. Separately, you are solely responsible for any and all fees and expenses that any financial institution holding an External Account charges in connection with the transmission of Customer Data to the Account Aggregation Service.

4(g). Warranty Disclaimers and Exculpations

You expressly understand and acknowledge the following warranty disclaimers regarding the Account Aggregation Service: (i) the Account Aggregation Service and all information, content, products, and services (including those of Service Provider) provided in connection therewith is at your sole risk; (ii) Aggregated Data will be effective as of the most recent Customer Data transmitted from the financial institution holding an External Account and may not be accurate if that transmission was not successfully completed or the information from the financial institution holding an External Account is otherwise not accurate or current; (iii) the Account Aggregation Service is provided “as is” and “as available” for informational purposes only as a convenience to you, and is not intended for trading or transactional purposes or to replace official records and statements regarding your assets and accounts; (iv) you are responsible for making all financial decisions based on the information provided by the Account Aggregation Service, which decisions will not be initiated or intermediated by or through the Account Aggregation Service; (v) we are not acting as your administrative or investment fiduciary, or giving legal, tax, or financial advice, in providing the Account Aggregation Service; (vi) we will rely on the information you provide regarding External Accounts, without further verification or validation; (g) we make no warranty that the Account Aggregation Service will (A) collect Customer Data and generate Aggregation Reports that are accurate, complete, or reliable, (B) provide information or content that meets your needs or expectations, (C) be able to request and aggregate your accounts and assets held at all of your financial institution, (vii) we may not correct any errors in the Account Aggregation Service, Aggregation Reports, or Aggregation Enabled Services; (viii) no advice or information, whether oral or written, obtained by you from us or related to the Account Aggregation Service will create any warranty not expressly stated in this Agreement; (ix) we make no warranty as to the reliability, timeliness, quality, suitability, availability, accuracy, comprehensiveness, completeness, correctness, copyright clearance, legality, or decency of any Account Aggregation Service content; and (x) any information or content provided to you in connection with the Account Aggregation Service is provided at your own discretion and risk. The foregoing warranty disclaimers will apply to you notwithstanding anything to the contrary in this Agreement but subject to applicable law that does not allow the exclusion of certain warranties.

To the maximum extent permitted by law, neither we nor any of our respective third-party service providers (including Service Provider), directors, officers, employees, representatives, and agents (collectively, “Service Parties”) will be liable to you or any third-party for any damages, claims, or losses (including direct, indirect, incidental, special, compensatory, consequential, or exemplary damages), howsoever caused and whether based in contract, tort (including negligence), product liability, or otherwise, and even if we have been advised of the possibility of such damages, claims, or losses and/or a remedy set forth herein is found to have failed of its essential purpose, which are incurred as a result of: (1) unauthorized access to or alteration of Customer Data transmitted through the Account Aggregation Service; (2) statements or conduct of anyone concerning the Account Aggregation Service; (3) the Account Aggregation Service’s receipt or inability to receive Customer Data from any financial institution holding an External Account; (4) errors, inaccuracies, or delays in Customer Data or Aggregated Data, or any actions taken by you in reliance thereon; (5) any charges imposed by any financial institution holding an External Account; (6) any trading losses, loss of profits, goodwill, use, data, business interruption, loss of privacy, or other losses or damages of any kind arising from or related to your use of, or inability to use, the Account Aggregation Service.

The foregoing exculpation provisions are fundamental elements of the basis of the agreement between you and us and we could not provide the Account Aggregation Service without these provisions. However, in no event will we be liable to you for direct damages caused by us in excess of \$1.00; this limited remedy is agreed to by you and survives a failure of its essential purpose.

5. CARD CONTROLS

5(a). General Description

The Site allows you to manage certain features of debit cards issued by Bridgewater Bank (the "Cards"). After registering your Card(s) on the Site, you can view balance information and transaction history, review and manage controls or alerts relating to the Cards, and advise us of your travel plans ("Card Control").

The Card Control alerts and controls you set may continue to apply, even if you delete the BWB Mobile Application or remove it from your mobile device. If you delete or remove the BWB Mobile Application, please contact us to discontinue the alerts and controls.

Certain Card Control functionality within the BWB Mobile Application may not be available for all transactions. Controls and alerts based on the location of the mobile device where the BWB Mobile Application 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.

5(b). Online and Mobile Banking Privacy Policy

The Online and Mobile Banking Privacy Policy, in combination with other relevant privacy notices that we provide to you (e.g., pursuant to financial privacy laws), inform you of the policies and practices regarding the collection, use and disclosure of any personal information that we and our Service Providers collect from or about Users in connection with this Card Control Service. You hereby agree to all terms set forth in the Online and Mobile Banking Privacy Policy.

6. ELECTRONIC FUND TRANSFERS TIMING (GENERAL)

Unless the Website or our other agreements with you say otherwise, electronic fund transfers (EFTs) completed through the Service before the transfer cut-off time on a Business Day will be posted to your Eligible Transaction Account the same day. Line of credit, loan, and mortgage transactions may take up to three Business Days to process, but will post as of the Business Day the transaction was made.

All transfers completed after the transfer cut-off time on a Business Day, or on a day that is not a Business Day, will be posted on the next Business Day.

Please note that electronic fund transfers:

- Between financial institutions will be processed, completed, and posted by the other institution following its own rules.
- Initiated through Online Banking for person-to-person payments may have different transfer cut-off or posting times.

For more information regarding instant payments, please see your Eligible Transaction Account agreement and the Bill Payment Service provisions in the Bill Payment addendum listed in Section 22 below.

7. ELECTRONIC FUND TRANSFERS PROVISIONS (CONSUMER ACCOUNTS ONLY)

7(a). Applicability

The provisions in this subsection apply only to electronic fund transfers (EFTs) that debit or credit a Consumer's checking, savings, or other asset account and are subject to Regulation E (subpart A), which implements the federal Electronic Fund Transfer Act. When applicable, we may rely on any exceptions to the provisions in this Section that are covered in Regulation E. All terms in this Section not defined in this Agreement but defined in Regulation E will have the meaning given in Regulation E. For example, the term "unauthorized electronic fund transfer" (or unauthorized EFT) as used in this Section shall mean an electronic fund transfer from your account that is initiated by a person other than you without actual authority to initiate the transfer and from which you receive no benefit.

7(b). Your Liability

You shall notify us IMMEDIATELY if you believe your username and/or password has been lost, stolen, or compromised in any way, or if you believe that a transaction was initiated without your authorization. Your liability, our liability, and the error resolution process is set forth in detail in the EFT Disclosure. The EFT Disclosure and this paragraph do not apply to Non-Consumer Accounts.

8. BANK-TO-BANK TRANSFERS AND INTRABANK TRANSFERS

8(a). Description

The "Transfer & Payments Service" (wire transfers are not a part of this service) lets you transfer funds:

- Between your Bridgewater Bank Eligible Transaction Accounts;
- Between your Bridgewater Bank Eligible Transaction Accounts and External Accounts; and

- From your External Accounts to make payments to your Bridgewater Bank credit accounts (such as your eligible home equity lines of credit, loan accounts, and auto loan and mortgage loan accounts).

In this Section, "Account(s)" refers to each of the accounts referenced above.

If your Eligible Transaction Account and/or Online Banking are terminated for any reason, you will have no further right or access to use the Transfer & Payments Service.

8(b). Information Authorization for External Accounts

We may verify the External Accounts that you add to the Transfer & Payments Service. You authorize us to validate the External Accounts in a manner selected by us, including through the use of Instant Account Verification or a test transfer, in which one or more low value payments is credited to and debited from your External Account. Once the test transfer is complete, we may ask you to access this External Account to tell us the amount of the test credit or debit or any additional information reported by your financial institution with this test transfer. We may also verify External Accounts by requiring you to submit proof of ownership or signatory authority for such External Account(s). This could delay your payments and you may need to use alternate ways to make payments in the meantime to avoid late fees and/or other charges.

8(c). Accounts

By using the Transfer & Payments Service, you represent and warrant to us that you are an authorized signer 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. If you are an Authorized Representative (or the legal equivalent of the External Account) of the Non-Consumer Eligible Transaction Account, External Account, or both, then you represent and warrant that (x) you have been authorized by the owner to operate such Accounts without further corporate action (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (y) we may act on your instructions regarding such Accounts without liability to the owner. Further, you represent and warrant that all information you provide to us is true, current, accurate and complete and that the External Account is located in the United States.

You authorize and permit us to use information you submit to make transfers and to configure the Transfer & Payments Service to be compatible with the Accounts.

At all times your relationship with each non-Bridgewater Bank U.S. financial institution is independent of us and your use of the Transfer & Payments Service. We will not be responsible for any acts or omissions by the non-Bridgewater Bank U.S. financial institution, including any modification, interruption, or discontinuance of any External Account by such financial institution or by any other third-party, or any fees (including overdraft) that the non-Bridgewater Bank U.S. financial institution may charge you during the validation process described in Section 8(b) above.

Not all types of accounts are eligible for Transfer & Payments Service. We may decline the use of any account that we believe may present a risk to you and/or us. Be sure to check with your U.S. financial institution for restrictions regarding transfers among your retirement (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate, and other account types.

8(d). Transfer Types and Limitations

Type of Transfers. You may initiate (i) a one-time Transfer Instruction for which processing shall be initiated immediately, (ii) a one-time Transfer Instruction for which processing shall be initiated at a later specified date up to one year, and (iii) a recurring series of Transfer Instructions for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site. When we receive a Transfer Instruction from you, you authorize us to (A) 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 8(f) (Fees); or, as applicable, to (B) 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 8(f) (Fees). 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. Transfers may be delayed or blocked to prevent fraud or comply with regulatory requirements. If we delay or block a Transfer Instruction that you have initiated, we will notify you in accordance with your preferences (i.e. email, push notification).

Limits on Frequency and Dollar Amount of Transfers. There are limits on the amount of money you can send or receive through our Transfer & Payments Service. You may not make transfers in excess of such dollar limits. Your limits may be adjusted from time-to-time in our sole discretion. For certain types of transactions, you may have the ability to log in to the Site to view your individual transaction limits. In the event that your use of the Transfer & Payments Service has been suspended and reinstated as provided below (see Section 8(g) Suspension, Reinstatement, and Termination), you understand and agree that your use of the Transfer & Payments Service thereafter may be subject to lower dollar amount limitations than would otherwise be permitted by us. For security and risk management reasons, we also may impose or modify limits on the frequency and the dollar amount of transfers you can make using our Transfer & Payments Service. The limits on the frequency and dollar amount of transfers are solely for the protection of Bridgewater Bank. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft check drawn against your Account.

Failure or Rejection of Transfers. In using the Transfer & Payments Service, you understand that a fund transfer may be returned or fail for various reasons. Upon learning that the fund transfer could not be completed, we may, but are not required to, make a reasonable effort to complete the transfer again or we may void the transfer. If the fund transfer fails, we will notify you to contact your External Account financial institution to learn more about the failure.

We reserve the right to decline: (i) any fund transfer, (ii) to submit Transfer Instructions or orders, or (iii) to carry out change or cancellation requests.

You represent and warrant to us that you have enough money in the External Account(s) to make any funds transfer you request that we make on your behalf through the Transfer & Payments Service, and you are solely responsible for any fees or other penalties that may be assigned by your financial institution for a funds transfer that exceeds your External Account balance(s). If we receive a transfer request against your Account with us and there are not enough available funds in your Account to cover the transfer, we may at our sole discretion:

- Cover the transfer in accordance with the terms of any written Overdraft Line of Credit plan that you and we have established;
- Cover the transfer and create an overdraft to your Account; or
- Decline the transfer.

We may make this decision regardless of whether we may have previously honored or dishonored overdrafts. Fees may vary depending on the action we take. Any negative balance on an Account with us is governed by the Account Contract, including fees that may apply.

Your Right to Cancel a Transfer. A Transfer Instruction that has been submitted and processed on the current Business Day, CANNOT be cancelled or modified. Transfer Instructions scheduled to be processed on a future date may be cancelled or modified through Online Banking any time prior to 11:59pm Central Time on the Business Day immediately preceding the scheduled transfer date. After the entire recurring transfer schedule is canceled, all future transfers will be canceled and you must reschedule it if you want transfers to be made in the future.

You may cancel a transfer by logging on to the Transfer & Payments Service or by contacting us at **952-893-6868, Monday-Friday 8:30am – 4:30pm Central Time.**

8(e). Authorization

You agree that your Transfer Instructions are the authorization for us to complete the fund transfer. You authorize us to select any means to execute your Transfer Instructions, such as the ACH Network, check, or other clearing service. You will be bound by the rules, laws, and regulations that govern the applicable fund transfer systems, such as ACH Rules or Article 4A of the Uniform Commercial Code.

We will make all reasonable efforts to process your transfer requests in a timely manner; however, we reserve the right to hold funds pending settlement or for such period of time as we deem necessary, in our sole discretion, to cover items which may be returned unpaid. For Bridgewater Bank Accounts, any interest earned on such funds during the hold period will remain the property of Bridgewater Bank. For brokerage Accounts at a Bridgewater Bank affiliated broker-dealer, any interest will remain in the brokerage Account.

To complete your fund transfer, we may utilize ACH transfers or another third-party network which will result in a debit to

one of your Accounts and a credit to another of your Accounts. All Bridgewater Bank ACH transfers go through a Bridgewater Bank transfer account. For ACH debit entries (which debit your other Account and credit your Bridgewater Bank Account), Bridgewater Bank typically holds funds for 3-4 Business Days to make sure that the item will not be returned unpaid before we will credit your Account. If the ACH transaction is returned for any reason and the payment has been credited to your Account, you authorize us to debit your Account, in whole or in part, for the amount of the returned item and any applicable fees resulting from the return.

8(f). Fees

Depending on the type of transfer or the type of Eligible Transaction Account, we may charge fees for the use of the Transfer & Payments Service, and for any additional services or features that we may introduce. We will notify you of such charge in advance of the transaction. If you choose to proceed with the transaction, you authorize us to debit your Account in the amount indicated. You agree to pay all fees associated with the use of the Transfer & Payments Service. All fees were disclosed to you at the time you opened your Eligible Transaction Account, as may be updated by notice to you from time to time. Note that your mobile carrier's message and data rates may apply.

8(g). Suspension, Reinstatement, and Termination

Without limiting any other right or remedy that we may have under this Agreement or otherwise, we reserve the right to suspend your right to use the Transfer & Payments Service, immediately and without prior notice to you, if we incur a problem with your use of the Transfer & Payments Service. We may do so if, for example, there is a failure in attempting to debit any of your Accounts or to collect any of your fund transfers as described above. You understand and agree that such action is reasonable for us to take in order to protect Bridgewater Bank from loss. In the event of such suspension, you may request reinstatement of your Transfer & Payment Service by contacting us at **952-893-6868, Monday-Friday 8:30am – 4:30pm Central Time.**

In our sole discretion, we may grant or deny reinstatement of your use of the Transfer & Payments Service. If we agree to reinstate you, we may initially reinstate your Transfer & Payments Service subject to lower per transaction and monthly dollar limits and/or with other restrictions. Based upon your subsequent usage of the Transfer & Payments Service, we may restore your ability to complete transfers subject to such higher limits as may then be in effect.

Subject to applicable law or regulation, we may terminate your right to use the Transfer & Payments Service at any time and for any reason, including if in our sole judgment we believe you:

- Engaged in conduct or activities that violate any of the terms of this Agreement or our rights;
- Provided us with false or misleading information; or
- Interfered with other users or the administration of the Transfer & Payments Services.

8(h). Account Number Policy

If the Payment Instructions under the Transfer & Payments Service identify a bank or beneficiary by name and account number, we or the relevant financial institution may execute those instructions by reference to the account number only, even if the account number does not correspond to the name. You agree that neither we nor the relevant financial institution will have responsibility to investigate discrepancies between names and account numbers.

8(i). Your Responsibility for Errors

We must rely on the information you provided, and you authorize us to act on any instruction, which has been or reasonably appears to have been sent by an owner or an Authorized Representative for the Eligible Transaction Account and this Service, to submit fund transfer instructions on your behalf. Financial institutions receiving the Payment Instructions may rely on such information. We are not obligated to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. If an owner or an Authorized Representative for the Eligible Transaction Account and this Transfer & Payments Service provide us with incorrect information or if there is any error in your instruction, we will make all reasonable efforts to reverse or delete such instructions, but you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities, or fraud in the information that you or your Authorized Representative provides. If any information that an owner or an Authorized Representative for the Eligible Transaction Account and this Service provides is untrue, inaccurate, not current, or incomplete, without limiting other remedies, we may recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

We are not responsible for errors, delays, and other problems caused by or resulting from the action or inaction of financial institutions holding the External Account, unless otherwise required by law or regulation. Although we will try to assist you in resolving any such problems, any such errors, delays, or other problems are the responsibility of the relevant financial institution. Any rights you may have against a financial institution for such errors, delays, or other problems are subject to the terms of the agreements you have with such financial institution, including any time limits during which complaints must

be made.

Please see EFT Provisions (Consumers) in Section 7 in this Agreement for terms and conditions that apply to electronic fund transfers that debit or credit a Consumer checking, savings, or other asset account and are subject to Regulation E.

8(j). Our Liability

If we do not provide a fund transfer instruction on time, if we cause an incorrect amount to be removed from an Account or if we cause funds from an Account to be transferred to any account other than the Account specified in the applicable fund transfer instruction, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper Account.

We are not liable for any costs, fees, losses or indirect, special, or consequential damages of any kind incurred as a result of:

- Our debit and/or credit or inability to debit and/or credit the Accounts in accordance with your Payment Instructions;
- Inaccuracy, incompleteness, or misinformation contained in the information retrieved on the Accounts;
- Charges imposed by any non-Bridgewater Bank financial institution or by applicable law or regulation;
- Fund transfer limitations set by the non-Bridgewater Bank financial institutions or applicable law or regulation;
- Not enough money in your Account to make the fund transfer;
- Transfers exceeding the credit limit on any applicable overdraft line;
- System failures at a non-Bridgewater Bank financial institution and we are unable to complete the transfer; or
- Third-party causes, including your non-Bridgewater Bank financial institution.

8(k). Security

Security Procedures. The financial institution at which your External Account is maintained may contact us to verify the content and authority of Payment Instructions and any changes to those instructions. In connection with the Transfer & Payments Service, we may provide to that financial institution such information as may be required to verify the instructions and the verification may constitute a valid security procedure under the rules governing that External Account.

Deviating from Security Procedures. You permit us to authorize your non-Bridgewater Bank financial institution to accept funds and Payment Instructions in accordance with any authorization procedures you and such financial institution have agreed upon, or that we, on your behalf, and such financial institution have agreed upon, without verifying the instructions under the established security procedures (including Section 16(c) (Transfers Security Procedures) below, if applicable), regardless of whether you agreed to the security procedures or we agreed on your behalf. In addition, we may authorize such financial institutions to charge and debit your External Accounts based solely on these communications.

9. ALERTS

9(a). Description

Your enrollment in Online Banking and/or Mobile Banking includes enrollment to receive transaction alerts and notifications via email, text message, push notification, and/or by other means, including to your mobile device or to any phone number you have provided to us ("Alerts"). You can opt not to receive push notifications by turning off push notifications on your BWB Mobile Application.

We also offer an Additional Alerts Service ("Additional Alerts") through Online Banking or Mobile Banking for your Eligible Transaction Account(s). You may choose to receive eligible alerts through (as available) email message(s), push notification(s), and/or by other means. You may modify your Additional Alerts delivery preferences or choose to discontinue receiving alerts by updating your Alerts through the Site.

Alert frequency varies by Eligible Transaction Account and your 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.

You further agree that:

- Alerts may be sent unencrypted, and may include your name and information pertaining to your Eligible Transaction Account(s).
- Anyone with access to your Alerts will be able to view the contents.
- You may not modify, change, or alter the content of any alert message that we send to you.

- Availability may be affected by your mobile carrier's coverage area and your mobile carrier's message and data rates may apply.

9(b). Limitations

We provide Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the Eligible Transaction 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 an Alert. You agree to not hold Bridgewater Bank, our 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 (i) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (ii) inaccurate or incomplete content in an Alert; or (iii) your reliance on or use of the information provided in an Alert for any purpose.

9(c). Your Right to Terminate Alerts

To stop or change your alerts, you will need to log into Online Banking, select "Alerts & Messages", then "Alerts". From that webpage you can manage your alerts.

9(d). Our Right to Terminate Alerts

We may terminate or change your use of the Additional Alerts at any time without notice. We may also change, modify, or cancel either the content or the delivery method of any automatic Alerts.

10. CHAT, VOICE COMMUNICATIONS, AND SECURE MESSAGES

10(a). Chat

Bridgewater Bank may make an interactive online chat ("Chat") service available to you. We make no warranty that the Chat service will be available at any particular time or be free of fault or error. If you are under the age of thirteen years old and are invited to use the Chat service, you must not use the Chat service and you must leave the Site.

When engaging with us through use of the Chat service, be advised that chats will be monitored and retained. The Chat service is provided as a convenience. Participating in the Chat service does not constitute consent by you or us to use electronic records and signatures as a substitute for written documents. Any personal information shared with us when using the Chat service shall be subject to our Privacy Policy and our Online and Mobile Banking Privacy Policy. You will not use the Chat service to send any abusive, defamatory, dishonest, or obscene message, and doing so may result in termination of the Chat service session.

10(b). Voice Communications

In addition to the Chat function, Bridgewater may make voice communications available to you. You can use the audio on your computer or your phone to speak with Bridgewater Bank support staff. In addition, Bridgewater Bank support staff can upgrade an existing Chat to a voice communication.

We make no warranty that voice communication will be available at any particular time or be free of fault or error. You will not use voice communication to send any abusive, defamatory, dishonest, or obscene message, and doing so may result in termination of the session. When engaging with us through the use of voice communications, be advised that your session may be recorded for quality assurance.

10(c). Secure Messaging

The Site also lets you securely communicate sensitive or confidential information for your Eligible Transaction Accounts using the secure messaging feature ("Secure Messaging"). Use only Secure Messaging when sharing sensitive or confidential account information about your applicable Eligible Transaction Accounts.

You agree that you will not transmit any Payment Instructions, including Transaction Instructions, to us using Secure Messaging. You acknowledge that we will not act upon Payment Instructions, including Transaction Instructions, transmitted through Secure Messaging and that we may not be in a position, by virtue of time zone difference and otherwise, to respond to your communications sent by such means within the time frame contemplated by you.

You agree that we may send you communications and disclosures via Secure Messaging unless otherwise prohibited by law. All messages, including any accompanying attachments, are for informational and administrative purposes only, and are not intended as an offer, promotion, or solicitation of any product, service, or strategy.

All communications sent by us to you through Secure Messaging are specific to you and are provided on a confidential basis. Messages cannot be reproduced, redistributed, or disseminated, in whole or in part, without the prior written consent of us, except by the intended recipient. If you are not the intended recipient, you are not authorized to use the information in the Secure Messaging in any way. Please delete the message and notify us right away. Any unauthorized use is strictly prohibited.

11. ONLINE STATEMENTS AND DOCUMENTS

11(a). Description

Many account documents - including statements, tax documents, and legal notices - can be delivered online for certain Eligible Transaction Accounts and Services. You have the option to view, save, or print PDF versions of your account documents from the Website using your Access Device. Any legal notices or disclosures about your Eligible Transaction Account or Service that would normally accompany your paper account statement, or that we would mail to you, may be delivered to you electronically. In some cases, we must continue to mail paper statements, legal notices, and disclosures even if you elect to receive them electronically.

11(b). Enrollment

By requesting that bills, statements, or other communications from us be sent to you electronically, you warrant that you have the right, power, and authority to receive them electronically. Delivery preferences can be changed by any account owner or Authorized Representative, and the new delivery preference will apply to all Users of that Eligible Transaction Account.

You may also request hard copies of documents through the Site 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.

11(c). Terminating Online Statements and Documents

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

We may terminate online delivery of statements and documents to you for one or more Eligible Transaction Accounts or Services, without notice. We may revoke your online-only statement and document option and change your delivery preference to U.S. Mail if you do not maintain a valid email address.

12. MISCELLANEOUS SERVICES

12(a). ATM and Branch Locations

You can use the Site to locate the physical address of all ATM's owned by us and all of our branch locations.

12(b). Check Imaging

If you have a checking account at Bridgewater Bank, you can view a digital copy of any written checks that have posted to your checking account. You will be able to see the front and back of a check and can save or print images of them. We do not charge a fee for this Service.

12(c). Check Purchasing

Any owner or Authorized Representative can re-order and purchase checks for their Bridgewater Bank checking account.

12(d). Check Stop Payment

You may also use the Site 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 Eligible Transaction Account in Online Banking, and provided 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 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.

12(e). Intuit® Products

The Site includes a function allowing you to download specific information regarding your Eligible Transaction Accounts into Quicken®, QuickBooks®, and other Intuit® software applications. If you intend to utilize this function of this Service, it is your responsibility to obtain and maintain any necessary separate license agreement with Intuit®. You are subject to that agreement when you use Intuit® products. We do not own, operate, or control the Intuit® products and we are not responsible for the Intuit® products, including performance failures or errors.

13. SERVICE PROVIDERS

13(a). Description

We are offering you Online Banking and the Services through one or more Service Providers that we have engaged to render some or all of the Services to you on our behalf. 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.

Some Service Providers will require you to consent to a separate set of terms and conditions establishing an agreement between you and that Service Provider. The Service Provider's terms and conditions will be presented to you for review and acceptance within the Site. If you do not consent to the Service Provider's terms and conditions, you will not be able to use that Service. By executing this Agreement, you acknowledge that we may provide information regarding you and your Eligible Transaction Accounts and any linked External Accounts, including non-public personal information, to Service Providers.

13(b). Third-Party Software and Content

We may offer third-party software tools and products ("Third-Party Software") that you can install on your computer. You are responsible for obtaining a valid and separate license agreement with the provider of the Third-Party Software.

We may offer information, commentary, and tools supplied by companies not affiliated with us ("Third-Party Content"). Third-Party Content on the Website is labeled as such, and may be available either in a frame, via a hyperlink, or simply posted to the Website. We do not own any interest in, edit, review or endorse any Third-Party Content.

13(c). Disclaimers and Acknowledgements

You understand and agree that:

- Any Third-Party Software you download through the Site is provided to you "as is" and "as available."
- Any Third-Party Content you review or use is provided to you "as is."
- We will not be liable to you for:
 - Your inability to access or use the Third-Party Software.
 - The accuracy, timeliness, loss or corruption, or misdelivery of any Eligible Transaction Account information or any other information processed by the Third-Party Software.
 - Unauthorized access to your Eligible Transaction Accounts or to your account information and any misappropriation, or alteration, of your account information or data as a result of your installation or use of the Third-Party Software, except as otherwise provided by law or regulation (including, to the extent applicable, the protections described in Section 7 relating to EFTs for Consumer accounts).
- You assume all risk that unauthorized third-parties may access any Third-Party Software you download and install, or any information you enter into the Third-Party Software.
- If you use the Third-Party Software to transmit information, you and the Third-Party Software provider are responsible for the security and confidentiality of that information.
- Any Third-Party Software downloads are your own risk and you alone are responsible for any resulting damage to the computer or other electronic device, as well as for any loss or corruption of data that might occur as a result.
- You are solely responsible for acquiring and maintaining a computer or other electronic device that can handle and access the Third-Party Software, including any necessary equipment such as a modem, and that you are responsible for all costs associated with accessing the Third-Party Software.
- 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.
- You further agree that we make no warranties and have no liability as to:
 - The accuracy, completeness, availability, or timeliness of the information, text, graphics, or other items provided, stored, evaluated, or processed through the Third-Party Software or Third-Party Content;
 - Any errors or omissions in the delivery or transmission of the Third-Party Software or Third-Party Content

from us to you (and "you" includes delivery to your computer or through Quicken®, QuickBooks®, or other Intuit® software applications); and

- The Third-Party Software's or Third-Party Content's fitness for a particular purpose and non-infringement of any third-party rights.

Some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which may vary from state to state.

14. FEES

You are responsible for paying all fees associated with your use of Online Banking or any Service. All fees were disclosed to you at the time you opened your Eligible Transaction Account, as may be updated by notice to you from time to time. Use-based fees for the Service will be charged against the Eligible Transaction Account that is debited for the funds transfer unless you have previously designated an alternative Eligible Transaction Account. 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 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 8(d) (Failure or Rejection of Transfers) applies if you do not pay our fees and charges for the Service.

15. ACCESS EQUIPMENT, BROWERS ACCESS, AND INTERNET SERVICES

You are responsible for obtaining, installing, maintaining and operating all Access Equipment. You are additionally responsible for obtaining internet services via the internet service provider of your choice. You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the internet and you hereby expressly assume such risks.

You acknowledge that you are responsible for the data security of the Access Equipment used to access the Site, and for the transmission and receipt of information using such Access Equipment. You acknowledge that you have requested to use and access the Site for your convenience, have made your own independent assessment of the adequacy of the internet and Access Equipment, and that you are satisfied with that assessment. We are not responsible for any errors or problems that arise from the malfunction or failure of the internet or your Access Equipment, nor are we responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for your Access Equipment. Although we may provide a link to Third-Party Software or to Third-Party Content where you may download software, we make no endorsement of any specific software, hardware or internet service provider and your use of any such software, hardware or service may also be subject to an end user license agreement or other agreements of that provider, in addition to the terms and conditions of this Agreement. You will not use the Services in any manner so as to interfere with the operation of the Site.

16. SECURITY

16(a). Description

You need a username and password, or other Bridgewater Bank approved security and authentication controls, to access your Eligible Transaction Accounts and Online Banking Services through the Website or BWB Mobile Application. We may set standards for your username and password, and other security and authentication controls. We recommend that you change your password regularly, and select a unique username and password combination for use only with Online Banking.

We may also require additional security procedures for certain transactions. These additional security procedures may require special hardware, software, or third-party services. To enhance the security of your Eligible Transaction Accounts and Online Banking Services, we may also offer you additional, optional security procedures. These could include personal reference questions and answers, random number generators, or one-time access codes.

We may also require the use or activation of specific applications, internet browser software or mobile operating system features, plug-ins, and add-ons to use the Service. These could include JavaScript support and "cookies."

To enable and enhance secure access to the Service, we may also access detailed information about the Access Devices you use to access the Service. This could include telephone numbers and unique internal and network identifiers for your

Access Devices. We also use cookies and other technology for information security and other purposes, as described in Section 17 (Privacy and Use of Information).

16(b). Usernames and Passwords

Usernames and passwords must meet the standards we establish. These standards will be available for your reference whenever you create or change a username and/or password. We may require you to change or update your username and/or password at any time, including to meet any new standards we may establish. You are responsible for keeping your password confidential. We recommend you select a unique username and password combination for use only with the Service, and memorize it rather than writing it down.

16(c). Transfers Security Procedures

The provisions in this Section 16(c) only apply to transactions which are subject to Article 4A of the Uniform Commercial Code ("UCC 4A"), including online transactions from business accounts.

The security procedure consists of verifying your username and a password, and/or such other additional security and authentication methods as we may require from time to time. We may also require you to answer security questions, use random number generators, or one-time passcodes to further verify a transfer governed by UCC 4A. Bridgewater Bank leverages and employs the username and password standards set forth in Section 16(b), and you agree to protect your username and password pursuant to Section 16(d). We may require that you provide to us a permanent, text message-enabled U.S. mobile phone number that you intend to use for an extended period of time (i.e., no "burner" numbers), before you use any Service subject to this Section 16(c). The purpose of the security procedure is to verify the authenticity of a transfer request delivered to us in your name and not to detect errors in the transfer. You agree the security procedure required by us in this Agreement is commercially reasonable, and meets your needs with regard to the size, type, and frequency of your transfers governed by UCC 4A.

You agree to be bound by any transfer request that Bridgewater Bank receives and verifies following our security procedure, even if the transfer request was not authorized by you. You agree that we may be liable only for damages required to be paid under UCC 4A. In no event will we be liable for any exemplary, special, indirect, or consequential loss, damage, costs, or expense of any nature, including lost profits, even if we have been informed of the possibility of such damages, except as may be required by law or regulation.

16(d). Protecting Your Security

Even though information exchanged through Online Banking is protected by advanced encryption techniques while being transmitted, you still need to protect your username and password for Online Banking.

You must notify us immediately if you suspect fraudulent activity on your Eligible Transaction Account or if you believe that:

- Your password may have been lost or stolen.
- An Access Device you use to access Online Banking has been lost, stolen, or compromised.
- Someone viewed, downloaded, or deleted electronic records from your Eligible Transaction Account, Online Banking or any Service without your permission.

To notify us:

- **Phone.** Monday-Friday 8:30am-4:30pm, 952-893-6868
- **Paper Mail.** Bridgewater Bank, 4450 Excelsior Blvd, Suite 100, St. Louis Park, MN 55416
- **Email.** support@bwbmn.com

In the event of unauthorized use of your username and password, or any other security or authentication technique we use, you may be liable for resulting losses, to the extent permitted by law or regulation.

17. PRIVACY AND USE OF INFORMATION

17(a). Description

We understand how important privacy is to you. 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 Policy and our Online and Mobile Banking Privacy Policy which apply to you and your Eligible Transaction Accounts.

By accessing or using Online Banking or any Service, you understand and agree that Bridgewater Bank and its Affiliates and our Service Providers may collect and retain information about you, your internet browser, or the Access Device you use to access the Service, including Internet Protocol (IP) address, device identifier, session length and geolocation (if

enabled on your Access Device).

We use analytics and monitoring tools to collect your interaction with Online Banking and the Services. These interactions are collected using tracking technologies like cookies and pixels, and technical log files. We use the data for purposes that include interaction monitoring and visual replay for fraud, customer service, product improvement, and other purposes allowed by law.

You authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to Bridgewater Bank, its Affiliates, or its Service Provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud. See our Privacy Policy for how we treat your data.

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 a username and password for each individual transaction. You 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 Eligible Transaction Account.

Links and Frames.

Links to other sites may be provided on the portion of the Site through which Online Banking or a 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 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.

17(b). Acknowledgements and Agreements

You acknowledge and agree that:

- We may collect and retain certain information and use that information to market our products and services to you.
- If you access Online Banking or use a Service, we may track and record your geographic location (if enabled on your Access Device) and your activity on our Website.
- We may use automated processes to detect any use of Online Banking or a Service that violates the terms of this Agreement or any applicable law or regulation.
- You will receive your annual privacy notices on our Website and the availability of the privacy notices on the Website constitutes actual notice of the contents of the privacy notices.
- Any conversations with us through use of Chat, voice messaging, Secure Messaging, or a similar service are monitored, recorded, and retained, potentially without any further notice to you.
- If you provide data about a minor, you are authorized to provide that data and agree Bridgewater Bank may use the data for the purposes for which it was provided and other uses allowed by law.
- Other communications between you and us (or our Service Providers) may also be monitored, recorded, and retained. We will provide any additional notice of monitoring, recording, and retention as required by law or regulation. We may share that information with a third-party in accordance with our Privacy Policy, Online and Mobile Banking Privacy Policy, and applicable law.
- We may collect biometric data about you to authenticate your identity and to enhance the security of your accounts. The biometric data we collect may include voiceprints and behavioral characteristics such as keystroke and mouse movement patterns.
- If you access the Service from locations outside the United States, you may be subjecting yourself to United States law, which may differ from your local laws, including laws involving governing personal data collection, storage, deletion, processing, use, and disclosure. In your use of the Service, which is governed by United States law, you may transfer certain personal information to the United States, you consent to that transfer, and you consent to the

application of United States law.

18. YOUR ADDITIONAL RESPONSIBILITIES

You agree that:

- You are responsible for actions taken by anyone using Online Banking or any Service after signing in with your username and password, or any other Bridgewater Bank approved authentication control, except as otherwise provided by law or regulation. We are entitled to rely and act upon instructions received under your username and password.
- You are responsible for keeping your username and password confidential.
- You are responsible for ensuring that you have signed off from the Service when your session is complete to prevent unauthorized persons from using the Service.
- You are responsible for ensuring your computer operating system, software, browser version, plug-ins, and anti-virus software are all current and up-to-date.
- You are responsible for ensuring that you have a valid email address and phone number at all times.
- You will be the only user of your username and password, and that you will not transfer or disclose any of this information to any other person.
- You will be responsible for all usage of Online Banking and any Service and any fees associated with use of other services accessed through Online Banking for your Eligible Transaction Account, whether or not authorized by you, except as otherwise provided by law or regulation (including, to the extent applicable, the protections described in Section 6 relating to EFTs for Consumer Accounts).
- You will immediately notify us at **952-893-6868** or the phone number located on your statement to report any actual or suspected unauthorized use of your username or password.
- You will provide true, accurate, current, and complete information about yourself as requested.
- You will not misrepresent your identity.
- You will not use Online Banking or any Service for unlawful purposes, or purposes that are not permitted expressly or implicitly, by this Agreement or by any applicable law or regulation.
- You will comply with all rules, policies, and procedures of networks through which you access and use the Service.
- You will not use Online Banking or any Service in a way that disrupts, damages, disables, overburdens, interferes, or impairs Online Banking or the Service, the networks through which you access or use the Service, or with any other party's use of the Service.
- You will not access or attempt to access Online Banking or any Service account for which you have no access authorization, or duplicate, modify, distribute, or display any of the data or files from any such account.
- You will be responsible for and provide all Access Equipment (other than any software provided by us), and services necessary to access Online Banking and any Service.
- You will not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through Online Banking or any Service.
- You are responsible 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.

19. NOTICES AND COMMUNICATIONS WITH US

19(a). Description

We will provide notices and other information regarding your Eligible Transaction Account, Online Banking Service, or any Service (collectively "Account-Related Information") electronically, by phone, through the mail (U.S. Postal Service or overnight courier), or by other means, except as expressly provided otherwise in this Agreement.

We will send this information to the electronic address ("E-Address"), phone number, or postal address, of the owner of the applicable Eligible Transaction Account or Online Banking Service as reflected in our records, unless you specify a different E-address, phone number, or postal address.

Any notice or Account-Related Information we send you will be effective, and deemed delivered to you, when posted on our Website, sent electronically, mailed, or otherwise made available to you. You assume the risk of loss in the mail or other transit.

If your Eligible Transaction Account has multiple owners or Authorized Representatives, we may send Account-Related

Information to any one of them. The person receiving the notice is responsible for providing copies of all Account-Related Information to all other owners or Authorized Representatives of the applicable Eligible Transaction Account or Online Banking Service.

Any notice you send to us will not be effective until we actually receive it and have a reasonable opportunity to act on it.

19(b). Electronic Delivery

Unless applicable law or regulation states otherwise or pursuant to the Agreement to Receive Electronic Statements, when we need to provide you with information in writing, we can send it electronically:

- To your E-Address (if applicable and you have provided us with a valid email address); or
- By posting the information to our Website; or
- To your Online Banking secure mailbox, or other electronic means.

E-Addresses include email addresses, other internet addresses, text messaging numbers, or other electronic access addresses provided to us in accordance with this Agreement.

19(c). Phone Calls and Text Messages

When you provide a phone number to us, you are authorized to provide this phone number(s) and agree to receive calls and text messages from Bridgewater Bank at this number(s) for all your current and future Bridgewater Bank products and Services. Message and data rates may apply. Message frequency varies. Automated systems, including prerecorded or artificial voice may be used. To help protect your account security, Bridgewater Bank does not support SMS or MMS functionality for recognized VoIP, prepaid, or landline phone numbers. In order to receive text messages from Bridgewater Bank, such as one-time passcodes or suspicious activity alerts, an eligible phone number and mobile device are required.

You agree that we may call you and text you to service your accounts, collect any amount you may owe, or discuss our relationship, products, and services with you, as described in this Section.

19(d). Communications Sent At Your Request/On Your Behalf

You authorize us to send emails and text messages to others on your behalf, if needed to carry out your instructions regarding an Eligible Transaction Account or Online Banking Service. You confirm and agree that you have obtained consent from the person who owns or is the current subscriber of the email address or phone number to receive the communication. These communications may identify you by name and may state that we are sending them on your behalf and according to your instructions.

19(e). Returned and Unclaimed Notices to You

Unless otherwise prohibited by the laws or regulations governing your Eligible Transaction Account or Online Banking Service, this section applies if Account-Related Information documents are returned or electronic notifications are returned as undeliverable. This means we can stop sending Account-Related Information or electronic notifications to you until you provide a valid postal or valid email to us.

We may also:

- Destroy Account-Related Information sent to you and returned to us as undeliverable.
- Hold the Account-Related Information for your Eligible Transaction Account for you to pick up.
- Stop sending the Account-Related Information through the current delivery method and use an alternative delivery method. For example, if we are sending Account-Related Information to you via the U.S. Postal Service, and the information is returned to us as undeliverable on two or more occasions, we may attempt to deliver the information to your E-Address instead.
- Suspend access to your Eligible Transaction Accounts or Online Banking Services.

If we hold Account-Related Information for you to pick up and it remains unclaimed for a period of time, we may send the Account-Related Information to the address reflected in our records for your Eligible Transaction Account or destroy it.

19(f). Contact Information Changes

You agree to notify us immediately if you no longer own or you are no longer authorized to use or share your address, E-Address, or phone number you previously provided to us. Address changes may be initiated:

- At your request, you can instruct us to change the address or E-Address to which we send notices or Account-Related Information about your Account at any time.
- If we get an address change notice from the U.S. Postal Service.
- If another party in the business of providing correct address information notifies us that the address in our records

no longer corresponds to your address.

We may act on instructions purportedly made on your behalf within a reasonable time after we receive them. Unless you instruct us otherwise, we may change the U.S. Postal Service address or E-Address only for the Eligible Transaction Account(s) you specify, or for all or some of your other account(s) with us.

19(g). Complaints, Feedback, and Questions

Your feedback and questions matter. Share your feedback and complaints so we can better serve you, and contact us with questions:

- Call 952-893-6868
- Email us at support@bwbmn.com
- Write to us at:
BRIDGEWATER BANK,
4450 EXCELSIOR BLVD, STE 100
ST LOUIS PARK MN 55416
- Talk with a banker at any Bridgewater Bank location

20. EXPORT CONTROL AND INTERNATIONAL USE

You acknowledge that your download, access, and use of the Site, Online Banking, and the Services are subject to U.S. export control and sanctions laws that prohibit the export, re-export, or transfer (in-country) of certain products, software, and technology ("Controlled Items"), which may include the Service, to certain territories or persons. You agree not to violate and not to cause Bridgewater Bank to violate U.S. export control and sanctions laws. You will not export or re-export the software or Services, directly or indirectly, to: (a) any countries that are subject to U.S. export restrictions; (b) any end user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government; or (c) any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. You further acknowledge that the Services may include technical data subject to export and re-export restrictions imposed by U.S. law. Bridgewater Bank reserves the right to immediately suspend, terminate, or revoke your access to the Site, Online Banking, and the Services if you and/or your business (as applicable) become listed on the Specially Designated Nationals List of the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), the Entity List of the Department of Commerce's Bureau of Industry and Security ("BIS"), or any other similar list, or if Bridgewater Bank has any reason to believe that you may have violated U.S. export control and sanctions laws or the statements above.

21. GENERAL PROVISIONS AND DISCLAIMERS

21(a). Changes to Agreement

Except as otherwise required by law, we may in our sole discretion add, delete, or change the terms of this Agreement (including any applicable fees and charges for a Service) at any time. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision.

We will inform you of changes to the Agreement when legally required to do so, and we will try to notify you of material changes as soon as possible even when we are not legally required to do so. We will communicate such changes by updating this Agreement on our Website, and may also communicate such changes by email, mail, and/or providing notice of change on our Website.

Your continued use of Online Banking or any Service after the effective date of any updated terms of the Agreement that are posted on our Website is an agreement by you to any such change to the Agreement. Except as otherwise required by law, any change to this Agreement applies only to transactions that occur, or claims that arise, after the change becomes effective. Further, we may, from time to time, revise, update, upgrade or enhance the 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 Service, and/or related applications and material, and limit access to only the Service's more recent revisions, updates, upgrades or enhancements.

21(b). Assignment

We may assign our interest in this Agreement, in whole or in part, to any successor or assign. However, you may not assign or transfer this Agreement. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third-parties.

21(c). 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 Online Banking or any Service. We do not have control of, or liability for, any products or services that are paid for through Online Banking or with a Service. We also do not guarantee the identity of any user of Online Banking or any Service (including but not limited to recipients to whom you send transfers).

21(d). Intellectual Property and Other Proprietary Rights

Other than your personal account information, all content included or available on the Service, such as advertisements, text graphics, button icons, images, audio clips, and software, including the collection, arrangement, and assembly thereof, is the property of Bridgewater Bank and/or third-parties, and is protected by copyright or other intellectual property rights (collectively, the "Site Materials").

The trademarks, logos, and service marks displayed on the Site (collectively, the "Trademarks") are the registered and unregistered trademarks of Bridgewater Bank, or third-parties. You may not use, copy, alter, modify, or change these Trademarks or copy, display, distribute, transfer, link to, reproduce, license, frame, alter, create derivative works of, or republish all or any portion of the Site Materials for any commercial or public purpose. The Service does not grant (by implication or otherwise) any license or right to use any Trademarks or Site Materials without the express written permission of Bridgewater Bank, or the third-party that has rights to such Trademarks or Site Materials.

21(e). Entire Agreement, Severability, and Survival

In combination with other applicable Bridgewater Bank agreements as described in Section 1(b) of this Agreement, this Agreement represents the agreement between you and Bridgewater Bank regarding Online Banking. It merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject of online access. Each of the rules, terms, and conditions set forth in this Agreement stands alone. Any term or condition contained in this Agreement that is inconsistent with the applicable laws and regulations that may govern the Service will be deemed to have been modified by us and applied in a manner consistent with such laws and regulations. Unless stated otherwise, if any provision of this Agreement is held to be invalid or otherwise unenforceable, the remainder of the provisions will remain in full force and effect, and will in no way be invalidated or otherwise affected. Sections 8(d) (Failure or Rejection of Transfers), 13, and 21, as well as any other terms which by their nature should survive, will survive the termination of this Agreement.

21(f). Headings

Headings are for reference only and do not define, limit, construe, or describe the scope or extent of a Section.

21(g). Dispute Resolution; Attorney's Fees

This Agreement, and all matters arising from this Agreement, shall be governed by federal law and, to the extent not preempted by federal law, by the substantive law of the State of Minnesota, without regard to conflicts of law principles. Notwithstanding any contrary provision in the Account Contract, both parties agree that all actions or proceedings arising in connection with this Agreement or with respect to any Service, shall be tried and litigated only in the federal or state courts located in Hennepin County, Minnesota and each party submits to the jurisdiction of the selected court for purposes of any such proceeding. **YOU AND BRIDGEWATER BANK EACH IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY PROCEEDING RELATED TO THIS AGREEMENT, ONLINE BANKING, OR ANY SERVICE.** If we are the prevailing party in any proceeding arising out of this Agreement or with respect to any Service, we shall recover from you our attorneys' fees, court costs, and out-of-pocket expenses, including expert witness fees.

21(h). Indemnification

You agree to indemnify and hold us and all Service Providers, and each of our directors, officers, employees, representatives, and agents harmless from and against any and all actions, suits, claims, damages, losses, liabilities, penalties, assessments, charges, taxes, costs and expenses (including reasonable attorneys' fees, costs of investigation and court costs at the trial level and in any appeal) (together, the "Losses") directly or indirectly arising from or relating to (i) our or Service Provider's honoring or complying with any Payment Order (or a request to cancel or change the terms of a Payment Order), whether or not such request was actually authorized by you, so long as we or Service Provider accepts the Payment Order in good faith and in compliance with this Agreement, (ii) Bridgewater Bank's or Service Provider's honoring or complying with any Payment Order (or any amendment or cancellation of a Payment Order) which was actually authorized by you even if Bridgewater Bank or Service Provider has waived any security procedures in connection with such Payment Order (iii) Bridgewater Bank's or Service Provider's refusal to accept or process a Payment Order that is communicated to it other than in compliance with this Agreement, (iv) your failure (or your employees, agents, Affiliates or representatives) to comply with its obligations in the Agreement or the Account Contract, (v) your failure (or your employees,

agents, Affiliates or representatives) to comply with any applicable law, (vi) Bridgewater Bank's or Service Provider's compliance with applicable federal, state, local and foreign laws, regulations, codes, orders, rulings and judgments in providing Online Banking or performing the Services, including compliance with inconsistent orders or laws of competing jurisdictions, (vii) any events or circumstances outside of Bridgewater Bank's or Service Provider's commercially reasonable control, including any bugs, defects, or malfunctions of any third-party software, hardware, firmware, system, or network, (viii) any technology support service provided by Bridgewater Bank or Service Provider related to Online Banking or the Services and any action taken by you in connection therewith, (ix) other acts or omissions of a User (including its affiliates, agents, employees and representatives) or any third-party which create, lead to or result in claims, liability, damages, costs or expenses, or (x) any action taken or omitted to be taken by Bridgewater Bank or Service Provider in reliance upon information or instructions provided to Bridgewater Bank or Service Provider by you or any Affiliate or subsidiary of you or by anyone using your passwords; provided, however, that you shall not be obligated to indemnify Bank or Service Provider for any Losses that are caused directly by Bridgewater Bank's or Service Provider's gross negligence or willful misconduct.

You are providing this indemnification without regard to whether our claim (or any Service Provider's claim) for indemnification is due to the use of Online Banking or any Service by an owner or Authorized Representative of the Eligible Transaction Account.

21(i). Release

You release us and all Service Providers and the directors, officers, employees, representatives, and agents 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, Online Banking, or the applicable Service.

21(j). 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.

21(k). Exclusions of Warranties

THE SITE, ONLINE BANKING, AND 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 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 SECTION SHALL SURVIVE TERMINATION OF THE AGREEMENT.

21(l). General Liability Limit

THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS OF EACH OF THESE, FOR ONLINE BANKING, ANY SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THEY ARE OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, ONLINE BANKING OR A 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 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 ONLINE BANKING OR A 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 ONLINE BANKING OR A SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THEY ARE 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 ONLINE BANKING OR A SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THEY ARE OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT AS DESCRIBED IN SECTIONS 21(g) AND 21(h) 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.

22. ADDITIONAL SERVICES AND ADDENDA AGREEMENTS

The following Services have separate agreements that you must agree to if you enroll in these additional Services. All terms, provisions and agreements set forth in each of the addenda identified below are hereby incorporated herein by reference with the same force and effect as though fully set forth herein.

- Bill Pay Service
- Mobile Deposit Service
- SavvyMoney (Consumer Only)
- Zelle® Payment Service