



Customer Driven. Community Focused.®

Online Banking Agreement and Disclosure Terms and Conditions

BY CLICKING, "I ACCEPT" YOU AGREE TO BE BOUND BY AND FULLY COMPLY WITH ALL PROVISIONS OF THIS ONLINE BANKING AGREEMENT.

This Agreement and Disclosure ("Agreement") refers to any online services ("Services") available through Citizens Alliance Bank's Online Banking and/or Business Online Banking ("Online Banking"), or Citizens Alliance Bank ("Bank").

The first time you access your Accounts through Online Banking, you agree to be bound by the terms and conditions of this Agreement and acknowledge its receipt and your understanding of its terms. Please review this entire document to ensure that you understand the full scope of rights and responsibilities associated with this Agreement.

This Agreement explains the terms and conditions for accessing Accounts and conducting transactions at Citizens Alliance Bank through Online Banking. The words "Bank", "we", "us" and "our" mean Citizens Alliance Bank Online Banking. The words "you" and "your" refer to each person signing an Online Banking Service Application.

The terms and conditions in the Agreement shall have priority and take precedence over any existing terms and conditions in existing Account and loan agreements you have with us in the event of a conflict.

We may amend this Agreement at any time. We will comply with any notice requirements under applicable law for such changes. If applicable law does not specify any notice requirements for the change, we will decide what kind of notice (if any) we will give you and the method of providing any such notice; methods may include but not limited to sending electronic notice or posting such amendment at www.citizensalliancebank.com.

Definitions

Account(s)

Savings, money market, demand deposit, certificate of deposit, installment loans, overdraft protection and other line of credit Accounts.

Authorized Representative

A person who has your actual or apparent authority to transact business on your Business Eligible Account(s), whether or not that person has signed the signature card or other documentation for your Account(s). We may continue to recognize an authorized signer's authority until we receive and have a reasonable time to act upon your written modification or revocation of it.

Business Day

Monday through Friday and excludes Federal holidays and weekends.

Business Eligible Account

An Account owned by a business that is an Eligible Account.

Citizens Alliance Bank Product

Includes all product or services we offer that you may apply for, own, administer or access, either now or in the future. Citizens Alliance Bank Products include Electronic Signatures.

Consumer

A person (not a business or other entity) with an Eligible Account for which an Online Financial Service is requested primarily for personal, family or household purposes. A participant in an employer-sponsored retirement plan or deferred compensation plan is not considered to be a consumer.

Consumer Eligible Account

An Account owned by a consumer that is an Eligible Account.

Eligible Account

Each Citizens Alliance Bank Account you have or have applied for that is accessible through the website. Eligible Accounts include deposit Accounts, loans, lines of credit and any other product or Account you have with us.

Mobile Device

A cell phone, smartphone, tablet or any other handheld or wearable communication device satisfying the hardware and software requirements we specify.

Online Financial Service(s)

Includes:

- Each product or service you may access through the Bank's Online Banking website and other related services.
- Actions you take, and instructions you give us, through the Bank's Online Banking website about maintaining Eligible Accounts.

Service

All Citizens Alliance Bank Online, Citizens Alliance Bank Business Online, plus all Eligible Accounts and Online Financial Services you can access via the Bank's Online Banking website after entering into this Agreement.

Description of Service

Through Online Banking, you can manage Eligible Accounts from your home or office on a personal computer or Internet-enabled device.

Online Banking can be used to conduct any of the following Online Financial Services:

- Obtain balances and transaction histories on all Eligible Accounts enrolled in Online Banking. All Account balances and transaction histories are intended to reflect real-time activity; however, we do not guarantee the accuracy of the information presented. The accuracy of such information is sometimes subject to transmission of data from third parties. Such material is presented for informational purposes only and is not to be considered as official Bank records and they are not a replacement of your Bank statements. We make no guaranties that the information presented for viewing on the Online Banking Service will be uninterrupted, timely or error-free;
- Transfer money between Eligible Accounts. The number of transfers you can make from an Account is limited as described in the applicable Account agreement. In addition, if a hold is placed on any funds deposited in an Eligible Account, you may not transfer the portion of funds being held until the hold expires;
- Transfer money to pay the Bank for overdraft protection, consumer loans, home equity loans, or certain other eligible loans, as determined by us from time to time; and
- Pay bills to any merchant, financial institution or an individual with a U.S. address; provided, however, that the following payment types may not be made through Online Banking: court-ordered payments,

and payment to payees outside the United States. This Service is referred to in this Agreement as the “BillPay Service”.

- We may, from time to time, introduce additional Online Financial Services. By using those Services when they become available, you agree to be bounded by the terms contained in this Agreement and its subsequent amendments.

These features are limited to the extent, and subject to the terms noted below.

- Your ability to transfer funds between certain Accounts is limited by federal law and the applicable deposit account agreement. You should refer to the applicable deposit account agreement for legal restrictions and service charges applicable for excessive withdrawals or transfers. Transfers made using the Online Banking Service are counted against the permissible number of transfers described in the applicable deposit account agreement;
- There may be at least a one-Business Day delay in transferring the funds between your Accounts. Except as provided in this Agreement, all Online Banking transaction instructions received after 3:00 p.m. CST, or a non-Business Day, will be posted the following Business Day. All loan payments completed after 5:00 p.m. CST, or on a non-Business Day, will be posted the following Business Day; and
- Transactional information for your Accounts will be available from Online Banking for a maximum of twenty-four (24) statement cycles from the current date of inquiry.

Online Delivery of Disclosures and Notices Consent

As part of your relationship with us, we want to ensure you have all the information you need to effectively manage your Accounts using our Online Banking Services. Our goal is to provide you with as many options as possible for receiving your Account documents. We are required by law to give you certain information in writing in connection with our Online Banking Services – which means you are entitled to receive it on paper. We may provide this information to you electronically, instead, with your prior consent. We also need your general consent to use Online Banking communications in our relationship with you. You are further confirming that you have the hardware and software described below, that you are able to receive and review Online communications in the manner we have described below and that any email address or mobile phone number(s) you have provided to us are active and valid. You are also confirming that you are authorized to, and do, consent on behalf of all the other Account owners and/or Authorized Representatives identified with your Citizens Alliance Bank Products.

Security

We are strongly committed to protecting the security of our customers’ Account information. We use several techniques to help secure our Online Banking, including the following:

- You can only access Online Banking with certain browsers that have a high security standard;
- You must have a valid Online Banking User ID and password to access;
- Multifactor authentication – when you log into Online Banking, additional factors are used to determine who you are;
- Your Account numbers are never displayed in full – only the last 4 digits can be viewed;
- An inactivity timeout will automatically log the User out of their current Online Banking session if no action has been made for a predetermined amount of time; and
- We may also require additional security procedures for certain transactions. These additional security procedures may require special hardware or software.

If you believe your Account Number and/or password have been lost, stolen or compromised or that someone may attempt to use the Service without your consent or has transferred money from your Account by accessing your Account without your permission, we request that you notify us immediately in order to take appropriate action to prevent further loss to you and/or the Bank.

You also agree that we may revoke your access to the Service if unauthorized Account access and/or transactions occur as the apparent result of negligence in the safeguarding of the Account Number and/or password belonging to you and/or your Authorized Representative(s).

Confidentiality

The type of information we may collect, retain and use could include your name, address, phone number, email address, and the IP address and other identifiers related to the computers and Mobile Device(s) you use to access the Service. Information that we gather is protected in accordance with Citizens Alliance Bank's information security standards and protocol. The provisions of the privacy policies provided or made available to you in connections with using an Online Financial Service will govern all information we gather from you in connection with using the Service, as applicable.

We will disclose information to third parties about your Account or the transfers you make: (i) where it is necessary for completing transfers; (ii) in order to verify the existence and condition of your Account for a third-party, such as a credit bureau or merchant; (iii) in order to comply with a government agency or court orders; or (iv) if you give us your written permission.

You authorize your wireless operator (i.e. AT&T, Sprint, T-Mobile, US Cellular, Verizon or any other branded wireless operator) to use your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers and other subscriber status details, if available to allow verification of your identity and to compare information you have provided Citizens Alliance Bank with your wireless operator account profile information for the duration of the business relationship.

Each time you attempt to access the Online Banking Service, you will be asked to enter you User ID and password. The correct responses will grant you access (via Online Banking and Online Financial Services) to all your Accounts of which you are an owner (including joint Accounts) and which are considered Eligible Accounts.

User IDs and passwords must meet the standards we establish. These standards will be available for your reference whenever you create or change a User ID and/or password. Your User ID and password will give you access to your Bank Accounts via Online Banking and Online Financial Services. We are entitled to act on any instructions we receive using your User ID. You will be asked to change your password every thirty (30) days, however, we may require you to change or update your User ID and/or password at any time without advance notice. You are responsible for keeping your User ID, password and Account data confidential. When you give someone your User ID and password, you are authorizing that person to use Online Banking and the Online Financial Services.

For more information concerning how we collect and protect your personal information and how and why in certain limited cases we may share such information with third parties, please refer to our Privacy Policy available at www.citizensalliancebank.com or upon request.

Responsibility

You are responsible for:

- Actions taken by anyone using the Service after signing in with your User ID and password, or any other Citizens Alliance Bank approved authentication control. We are entitled to rely and act upon instructions received under your User ID and password;
- Keeping your User ID and password confidential;
- For ensuring that you have signed off from the Service when your session is complete to prevent unauthorized persons from using the Service; and
- Ensuring your computer operating system, software, browser version, plug-ins and anti-virus software are all current and up-to-date.

You agree that you will:

- Be the only user of your User ID and password. You won't transfer or disclose any of this information to any other person;

- Be responsible for all usage of the Service and any fees associated with use of other services accessed through the Service on your Eligible Account, whether or not authorized by you;
- Immediately notify us toll-free at (844)772-4258 or the phone number located on your statement to report any actual or suspected unauthorized use of your User ID or password;
- Provide true, accurate, current and complete information about yourself as requested;
- Not misrepresent your identity;
- Not use the Service for illegal purposes;
- Comply with all regulations, policies and procedures of networks through which you access and use the Service;
- Not use the Service in a way that disrupts the Service or the network through which you access or use the Service;
- Not access or attempt to access 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; and
- Be responsible for and provide all computer, telephone, and other equipment, software (other than the software provided by us) and services necessary to access the Service.
- It is your responsibility to check the balance of the applicable Account(s) after a transaction has been requested to confirm that it has, in fact, occurred.

We will not be liable for any transaction if: (i) you do not have enough money in your Account to complete the transaction; (ii) a legal order prohibits withdrawals from your Account; (iii) your Account is closed or has been frozen; (iv) the transaction would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts; (v) you, or anyone you allow, commits fraud or violates any law or regulation in connection with Online Banking or Online Financial Services; (vi) any electronic terminal, telecommunication device or part of the electronic fund transfer system is not working properly; (vii) you did not provide us with complete and correct payment or transfer information; (viii) you did not properly follow the instructions for use of Online Banking or Online Financial Services; (ix) you knew that Online Banking and/or the Online Financial Services were not operating properly at the time you initiated the transaction or payment; (x) there is a postal delay; or (xi) circumstances beyond our control (such as fire, flood or improper transmission or handling by a third party) that prevent, hinder or delay the transaction.

Joint Accounts and Authorized Representatives

Joint Account holders may use the same Account for their individual use of the Services; each owner and authorized signer has the same right of access to Account activity. However, if they do, they will need a unique User ID and password.

If an Eligible Account is owned by more than one person or has more than one Authorized Representative, each person individually may provide us with instructions, make any decision, obtain any information or make any request associated with the Eligible Account and related Online Financial Services, to the extent allowed by Agreements covering Eligible Accounts.

If you make someone an authorized signer on a Business Eligible Account, and he/she is enrolled in the Service, we can treat him/her as an Authorized Representative.

If you tell us that an Authorized Representative is no longer authorized, we'll consider his/her transactions unauthorized only when:

- You tell us that you did not want or intend the transaction(s); and
- The Authorized Representative performs them after you let us know he/she is no longer authorized; and
- We have reasonable opportunity to act on your notification.

Accessibility

You may access your Eligible Accounts and other Online Financial Services through the Bank's Online Banking website. You may also obtain information and perform transactions authorized on the Online Banking website. You

must comply with any other security procedures we may establish. Subject to the terms of the Agreement, you will generally be able to access Online Financial Services seven (7) days a week, twenty-four (24) hours a day. However, at certain times, some or all of Online Banking or Online Financial Services may not be available due to system maintenance or reasons beyond our control. We do not guarantee that Online Banking or Online Financial Services will be available at all times. When unavailable, you may use our telephone banking system or a Bank branch office to conduct your transactions. All loan payments completed after 5:00 p.m. CST, or on a non-Business Day, will be posted the following Business Day. All other transactions completed after 3:00 p.m. CST, or on a non-Business Day, will be posted the following Business Day.

If you violate any terms of this Agreement or any other agreement you have with us, you agree that we may suspend or terminate your Online Banking access to any of your Eligible Accounts and Online Financial Services. We are not required to reinstate or re-activate your access.

Account Limitations

If your Account is a money market or savings account, Federal Regulation D requires us to limit you to no more than six (6) preauthorized transfers in any calendar month, statement cycle (the period from one statement to the next) or similar period. Preauthorized transfers are transfers or withdrawals which you have authorized in advance to transfer money from your Account to someone else or to another Account that you have with us. Preauthorized transfers include: (i) transfers by check, draft, debit card or other instrument paid to someone else; (ii) transfers to someone else that you request for over the phone, online, through a mobile device, billpay, wire transfer, facsimile; (iii) withdrawals by preauthorized or automatic transfer to someone else, (iv) debit or ATM card point-of-sale (POS) purchases, withdrawals and/or transfers exceeding the six (6) per statement cycle allowance will result in an excessive withdrawal fee per transaction (refer to the Fee Schedule). Withdrawals and transfers made in person at a Citizens Alliance Bank location are not included in the limit of six (6) per statement cycle. If you have more than the maximum number of transfers or withdrawals from your money market or your savings account, we may close your Account after giving you proper notice and place the funds in another account that you are eligible to maintain, or we may take away the transfer and draft capabilities of the account, as required by federal law.

Signature Requirement Waiver

Any requirement to verify two or more signatures on any item (such as a check) does not apply to electronic or telephone transfers. This means that you are allowing any authorized signer on your Eligible Accounts to individually make electronic or telephone transfers, even though his/her authority to transfer or withdraw funds from your Account by some other means (such as by check) must be exercised jointly with one or more other people.

You may not use any information or material that violates any copyright, trademark or other proprietary or intellectual property rights of any person or entity while using the Online Banking or Online Financial Services. You may not gain, or attempt to gain, access to any Online Banking and/or Online Financial Service server, network or data not specifically permitted to you by us or our suppliers, and you must not include any obscene, libelous, scandalous or defamatory content in any communications with us or our suppliers.

Online Statements and Documents

Many Account documents, including statements, tax documents and legal notices, can be delivered online for certain Eligible Accounts and Online Financial Services. You have the option to view, save or print PDF versions of your Account documents from the website via desktop, tablet or mobile device.

Any legal notices or disclosures about your Account or Online Financial Services 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.

Stop Payment Request

Stop Payment requests will be accepted via online requests to stop payment on any check, except for cashier's checks, official checks or other cash-equivalent items. Stop payments are not guaranteed; payee can present paper check payments to their bank before a stop payment has been properly processed. Once a paper check has been cashed it cannot be stopped.

After six (6) months, the stop payment will be terminated and must be renewed in order to continue in effect. The Bank may pay any item that is presented following the lapse of any stop payment order that is not renewed. If we successfully stop the payment of a paper check, it may take up to seven (7) Business Days for the funds to be credited back to your Account.

BillPay Service

To access the Service you will need to log onto Citizens Alliance Bank Online Banking and then click on the BillPay icon. From there, the system will link you to the Service. BillPay is also accessible through the Citizens Alliance Bank Mobile App. BillPay allows an Account holder to pay different Payees outside Citizens Alliance Bank at set dates. BillPay may be used to set either One-Time Payment or Recurring Payments. You must have at least one Eligible Account and be enrolled in the Service to use BillPay. BillPay is an option for both consumer and business customers.

BillPay is accessible after logging into Citizens Alliance Bank Online Banking and agreeing to the Terms and Conditions of the BillPay Services Agreement. Anyone who wants BillPay has to enroll in the Service separately. Trying to use BillPay to process payments on behalf of someone other than an owner is prohibited and will be grounds for termination of BillPay and your access to the Service. BillPay should not be used to transfer or deposit funds to other financial institutions with the intent to deposit funds into a checking, savings or other deposit type of Account.

External Transfer Service

By requesting and using the Transfer function of the Service, you agree to accept the additional terms and conditions applicable to the Service.

This is only available to consumer customers; not business customers. External Transfers can only be made from checking, savings and money market Accounts. There are both dollar and frequency limitations on External Transfers.

External Transfers:

- Account to Account: The External Transfer Service ("Transfer Service") allows you to transfer funds from your deposit Account to your external bank Account, and/or transfer funds from your external bank Account into your deposit Account. Your external bank Account must be with a U.S. financial institution;
- Person to Person: The Transfer Service allows you to transfer funds from your deposit Account to a third party. A third party can be a person or entity that has a valid mobile phone number or email address. These payments cannot be scheduled in advance; and
- Single or Recurring: An external transfer may be scheduled at a time up to 365 days in advance of the date the transfer is to be made (called, Single External Transfer), or an external transfer may be set up as an automatic recurring transfer to be made at substantially regular intervals (e.g., monthly, quarterly, etc.) in the same amount between the same two Accounts (called, Recurring External Transfer).

We reserve the right to limit the frequency and dollar amount of the transactions from any of your Accounts for security and fraud prevention reasons. In addition, it is possible that your external bank Accounts are subject to dollar and frequency limitations that will affect your ability to conduct your requested External Transfers. We will not be liable to you for any External Transfer that cannot be completed in accordance with your instructions due to limitations imposed by other financial institutions.

We are not responsible for detecting any errors in a transfer instruction requested by you through the Transfer Service. You are responsible for the content of any transfer instruction and we may rely upon the information you provide to us when processing the transfer instruction. We may rely solely on the Account numbers and bank identifying numbers that you provide to us for identifying your external bank Account(s), any third part Account(s), and financial institution(s) holding such Accounts, regardless of whether you also provide the name of the Account holder or the name of the financial institution. We and other financial institutions processing your funds transfers have no responsibility to identify or investigate any discrepancy between names and Account numbers.

We have no obligation to honor any instruction(s), in whole or in part, that:

- Is for, or that we reasonably believe is used for, any illegal or improper purpose or activity;
- Exceeds the available funds in your Account;
- We have reason to believe it may not have been authorized by you;
- Involves funds subject to a hold, dispute or legal process;
- Would violate any law, rule or regulation applicable to us, the Transfer Service, you or any other party that processes or receives the payment;
- If not in accordance with any other requirements stated in this Agreement, or any other applicable agreement with us, or the policies, procedures, or practices, or;
- For our protection or yours, we have reasonable cause not to honor. We reserve the right to refuse to honor an instruction or suspend or terminate the Transfer Service, in whole or in part, at any time, with or without cause and without notice, and may immediately do so including, without limitation, if:
 - We have reason to believe your Account has been compromised or mismanaged in any way, such as by unauthorized or erroneous use of your password or other security features; or
 - We believe the Transfer Service is not being used for its intended, bona fide and lawful purposes under this Agreement;
 - You repeatedly overdraw your deposit Account;
 - Your deposit Account is closed;
 - Access to your deposit Account is restricted for any reason, or
 - If you do not use this Transfer Service for more than ninety (90) days.

To report any unauthorized transactions, please call us immediately at (844)772-4258. If you have a problem or question about your Account at another financial institution, please contact your other financial institution directly.

Contact Information

You must notify us immediately in the event of a change to your address, email address or phone number. Address changes may be initiated by completing an Address Change Request Form. The forms are available on our website or each branch location. You may also send a secure message which can be accessed after logging into Online Banking.

Unauthorized Transactions

You should notify us immediately if you believe anyone has improperly obtained your Online Banking User ID and/or password or if you suspect any fraudulent activity in your Account(s). If you're User ID and/or password have been compromised and you notify us within two (2) Business Days of discovering the loss or misappropriation, your loss shall be limited to the lesser of \$50.00, or the amount of actual loss. If you fail to notify us within two (2) Business Days after you learn of unauthorized access to your Account(s), or use of Account number and/or password, your loss shall be limited to the lesser of \$500.00, or (i) \$50.00 or the amount of unauthorized transfers that occurred within the two (2) business days, whichever is less; plus (ii) the amount of the unauthorized transfers that occurred after the close of the two (2) business days and before notice to us, provided that we establish that these transfers would not have occurred had you notified us within the two (2) day period.

If your monthly statement or your online Account detail reflect any transfers or Payments that you did not make, you should notify us immediately. If you notify us within sixty (60) calendar days, of the transmission of your

monthly statement upon which the unauthorized transfer appears, you will not be held liable for unauthorized transfers that occur after the sixty (60) day period. If you do not notify us within sixty (60) calendar days, of the transmission of your monthly statement upon which the unauthorized transfer appears, you may be held liable for the unauthorized transfers that occurred after the sixty (60) day period and before you gave notice to us if we establish that the loss could have been avoided had timely notice been given. We may extend these time periods for extenuating reasons such as out-of-town travel or extended hospital stays.

If you believe your Account has been compromised, or that someone has transferred or may transfer money from your Account without your permission, call toll-free at (844)772-4258 or write to us at, Citizens Alliance Bank, P.O. Box 430; Clara City, MN 56222.

We will consider notice to be made when you take steps reasonably necessary to provide us with the pertinent information, whether or not a particular employee or agent of ours actually receives this information. When notice is given by mail, we will consider notice to be given at the time you mail or deliver the notice for transmission to us by any usual means. We will also consider notice to be given when we become aware of circumstances leading to a reasonable belief that an unauthorized transfer to or from your account has been, or may be made. When you report a problem or discrepancy, please: (i) tell us your name and Account number; (ii) describe the error or the transaction you are unsure about, and explain why you believe it is in error or what additional information you need; (iii) tell us the dollar amount of any suspected error; and (iv) for a bill payment, tell us the number of the Account used to pay the bill, the applicable payee name and Account number, the date the payment was sent, the payment amount and the payment reference number. Generally speaking, we will tell you the results of our investigation within ten (10) Business Days after we hear from you. However, we may take up to forty-five (45) calendar days to investigate your complaint or question. In this case, we may provisionally credit your Account so that you have use of the money during the time it takes us to complete our investigation. Within two (2) Business Days after granting you provisional credit, we will inform you of the amount and date of the provisional credit. If you fail to provide your complaint or question in writing within ten (10) Business Days of a request from us to do so, we reserve the right to not credit your Account. If we confirm an error, we will correct your Account record within one (1) Business Day. If we determine that there was no error, we will send you a written explanation within three (3) Business Days after we conclude our investigation and will debit any interim amounts credited to your Account. You may request copies of any documents that we use in our investigation. For new Accounts, ten (10) days is extended to twenty (20) Business Days and the forty-five (45) days is extended to ninety (90) calendar days. An Account is new for the first thirty (30) calendar days after it is opened.

Amendments

Except as otherwise required by law, we may in our sole discretion change the terms of this Agreement at any time. This may include adding new or different terms to, or removing terms from, this Agreement. In the event of any inconsistency between such agreements, the provisions of this Agreement shall control to the extent necessary. You agree that the most current version of this Agreement, including any amendments that we may make from time to time, constitutes the entire Agreement between us.

We will comply with all notice and disclosure requirements mandated by applicable law. We will notify you as soon as possible when any changes are made that materially affect your rights, such as changes regarding how your information is maintained or used, or changes to the terms of the Agreement. By continuing to use the Service after the applicable effective date of the change, you agree to the change.

The terms of your Account agreement(s) and all other agreements you have with the Bank pertaining to your Account(s) are incorporated by reference and made a part of this Agreement. Any prior or contemporaneous agreements, representations, statements, negotiations, undertakings, promises or conditions, whether oral or written, with respect to the Service which conflict with the provisions in this Agreement are superseded by this Agreement.

Termination and Changes in Terms

This Agreement will be in effect from the date we accept your enrollment in the Service and at all times you're using the Service or any Online Financial Service. Unless otherwise required by applicable law, either you or the Bank can terminate this Agreement and/or your access to any Eligible Account or Online Financial Service through the Service, in whole or in part, at any time, without notice.

We can suspend and/or reinstate access to an Eligible Account or Online Financial Service through the Service, in whole or in part, at our discretion, at any time, without prior notice to you. To request reinstatement of an Eligible Account or Online Financial Service, call toll-free (844)772-4258. If reinstated, the then-current terms of the Agreement will control.

We reserve the right to terminate this Agreement or to change the charges, fees or other terms described in this Agreement at any time. You will be notified of any such changes as required by applicable law, either by mail or by an electronic message.

You may terminate this Agreement by written notice to Citizens Alliance Bank at PO Box 430; Clara City, MN 56222. We are not responsible for any transaction initiated before we had a reasonable opportunity to act on your termination notice. You remain obligated for any transactions made by the Bank on your behalf. If you don't access your Accounts through the Service for a period of twenty-four (24) consecutive months, we may terminate your Service, including Online Financial Services accessed through the Service, without prior notice to you.

Electronic Mail (Email)

Sending email is a very good way to communicate with us regarding your Accounts or the Online Financial Services. However, your personal email is sent via your own software and, as a result, is not secure. Because of this, you should not include confidential information, such as Account numbers, balances or User IDs in any email to us. You should not use email to initiate Online Financial Service transactions. All such transactions must be initiated using the appropriate functions within the Online Banking site. We will not be liable for any errors, omissions, claims or problems of any kind involving your email. We will never call and ask for or email you requesting your personal banking information. We may on occasion call to verify other information regarding your Account activity should we see something of concern regarding unusual banking patterns with your Account(s).

Links to Other Sites

Information that the Bank publishes on the Internet may contain links to other sites and third-parties may establish links to Bank's site. We make no representations about any other website that you may access to, from or through this site. Unless expressly stated in writing, we do not endorse the products or services offered by any company or person linked to this site nor are we responsible for any software or the content of any information published on the site of any third party. You should take precautions when downloading files from sites to protect your computer software and data from viruses and other destructive programs.

Hardware and Software Requirements

To receive access to and retain this terms and conditions disclosure you must have access to:

- A current version of an Internet browser we support;
- A connection to the Internet;
- A current version of a program that accurately reads and displays PDF files (such as Adobe Acrobat Reader);
- A computer and an operating system capable of supporting all of the above. You will also need a printer if you wish to print and retain records on paper and electronic storage if you wish to retain records in electronic form; and
- You must have access to an active email account.

Virus/Malware Protection

We are not responsible for any virus/malware that you may encounter using the Online Services. It is your responsibility to protect your computer, devices and the information on it. We are not responsible for any monetary loss due to your computer and/or device being infected with a virus/malware. The following recommendations will help prevent viruses/malware from infecting your computer, devices and data:

- Real-time and routine scans of your computer, devices and media using reliable anti-virus/anti-malware products to detect and remove viruses and malware;
- Keep your software up to date with vulnerability updates from your software vendors;
- Follow best practices and safe computing habits while using computers and devices; and
- Make sure a firewall is enabled to prevent unwelcome communication with your computer from the Internet.

Damages and Warranties

In addition to the terms previously disclosed, we are not responsible for any losses, errors, injuries, expenses, claims, attorney fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, "Losses") caused by Online Banking or the use of the Online Financial Services or in any way arising out of the installation, use or maintenance of your personal computer hardware or software, including any software provided by us or one of our suppliers. We are not responsible for any charges that may be incurred from customer's Internet Service Provider or carrier. In addition, we disclaim any responsibility for any electronic virus(es) you may encounter after installation of such software or use of Online Banking or the Online Financial Services. Without limiting the foregoing, neither the Bank nor its suppliers shall be liable for any: (i) failure to perform or any losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the Internet, communication lines, postal system or Automated Clearing House ("ACH") network. The Bank and its suppliers provide Online Banking and the Online Financial Services from their own sites and they make no representation or warranty that any information, material or functions included in Online Banking or the Online Financial Services are appropriate for use by you in your jurisdiction. If you choose to use Online Banking and/or the Online Financial Services, you do so on your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither the Bank nor its suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of Online Banking, the Online Financial Services or contained in any third party sites linked to or from Bank's website. THE BANK MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, FUNCTIONALITY OR PERFORMANCE OF ONLINE BANKING, ONLINE FINANCIAL SERVICES OR ANY SOFTWARE THAT MAY BE USED IN CONNECTION WITH SAME. THE BANK DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-FREE OPERATION.

Indemnification

You shall indemnify, defend, and hold harmless the Bank and its officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any losses arising out of:

- A third-party claim, action, or allegation of infringement, misuse, or misappropriation of information, data, files or other content or materials you submit to us;
- Your violation of any other applicable laws or rights of a third party, including but not limited to rights of privacy, publicity or other property rights;
- Any fraud, manipulation or other breach of this Agreement; and
- The provision of the Service or use the Service by you or any third party.

We reserve the right to defend/control (at our own expense) any matter otherwise subject to indemnification by you. In such a case, you will cooperate with us in asserting any available defenses. You won't settle any action or claims on our behalf without our prior written consent.

You are providing the indemnification without regard to whether our claim for indemnification is due to the use of the Service by you or your Authorized Representative.

Disputes

In the event of a dispute regarding Online Banking, you and Citizens Alliance Bank agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and Citizens Alliance Bank, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Bank relating to the subject matter of this Agreement. If there is a conflict between what one of the Bank's employees says and the terms of the Agreement, the terms of this Agreement have final control.

Severability

If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another agreement between you and the Bank, this Agreement will control. Due to the likelihood of irreparable injury, we shall be entitled to an injunction prohibiting any breach of this Agreement by customer.

Force Majeure

Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers or other causes beyond that party's control. Either party may terminate this Agreement immediately on written notice if the other party is prevented from performing its obligations under this Agreement for a period of more than thirty (30) days due to the reasons set forth in this subsection.

Construction

This Agreement shall be construed equally against the parties regardless of who is more responsible for its preparation. If there is a conflict between a part of this Agreement and any present or future law, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law.

Risk Reduction

Citizens Alliance Bank through our Online Banking Service reserve the right, at their discretion, to implement security features to reduce risk of loss. These may include requiring pre-authorized drafts, verifying funds through an ATM network, and separating debits from credits so that payments are not sent until after funds are received. We also reserve the right to terminate your use of the Service at any time.

Assignment

You may not assign this Agreement to any other party without our prior consent, which will not be unreasonably withheld. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its right and responsibilities under this Agreement to independent contractors or other third-party service providers.

Waiver

The Service will not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies will operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions.

Governing Law

This Agreement is governed by, construed and enforced in accordance with federal law and the laws of the State of Minnesota (except to the extent federal law governs the copyrights and trademarks of D+H and its successors or

assigns) which govern and are applicable to your Account. The prevailing party in any action arising out of this Agreement shall be entitled to the recovery of its reasonable attorney's fees, costs and expenses.

Federal Disclosure

You agree to accept all applicable disclosures required by federal law ("Disclosures") online rather than through receipt of paper disclosures. We recommend you print the entire Agreement and Disclosure for your records. If you are unable to print this, please request a paper Disclosure to be mailed to you.

I acknowledge electronic receipt of the Online Banking Agreement and Disclosure associated with Citizens Alliance Bank Online Banking and agree that I have read and will abide by this Agreement. I also agree that Citizens Alliance Bank does not need to provide me with an additional paper, non-electronic, copy of this Agreement unless specifically requested. Further, I understand that a copy of this Agreement can be printed by using my browser's print command and a printer.

August 2016