

Personal Digital Banking Agreement

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BANK FORWARD: ESIGN DISCLOSURE AND CONSENT TO RECEIVE INFORMATION ELECTRONICALLY.

Please read this Consent to Receive Information Electronically (referred to as "ESign Consent") carefully. It contains important information about how we will deliver information to you. You should print, download, or otherwise retain a copy for your records.

Introduction:

We are required by law to give you certain information "in writing" in connection with our Digital Services – which means you have a right to receive that information on paper. We may provide this information to you electronically, instead, with your prior consent.

In this disclosure and consent:

"We," "us," "our", "Bank" and "Bank Forward" means Bank Forward and any of its affiliates or direct or indirect subsidiaries.

"You" and "your" means the person giving this ESIGN Consent, and also each additional account owner, authorized signer, authorized representative, delegate, and/or service user identified on any Bank Forward Product that you access or use as part of our Digital Services.

"Account Documentation" means agreements (including amendments), disclosures, notices, fee schedules, tax statements, transaction history, privacy policies, and any other information regarding your accounts, the services and products we offer through Digital Banking.

Description of Account Documentation to be provided in electronic form:

You consent that we may provide to you, electronically, now and in the future, agreements, information, notices, and disclosures about Bank Forward Digital Services and related products and services. This includes, but is not limited to, the following Account Documentation:

- This ESIGN Disclosure and Consent and any subsequent amendments;
- All legal and regulatory disclosures and Account Documentation associated with the accounts, products, or services available through Digital Banking. As an example, the Bank may choose to electronically send legally required notification of changes to terms and conditions related to Digital Banking.
- Privacy policies and notices
- Other disclosures and notices that we are legally required to provide to you, or choose to provide to you in our discretion, in connection with our Digital Services.

Method of Providing Account Documentation to you in Electronic Form:

We will make all Account Documentation available to you electronically by display on Bank Forward's website (including during digital enrollment or other means), through a secure internal message within your Digital Banking services, or to an email address that you have provided to us. We recommend that you print, download, or otherwise retain a copy of all Account Documentation we provide to you electronically, including this ESign Consent.

System Requirements:

In order to access and retain Account Documentation electronically, you must have the following hardware and software (collectively called the "System Requirements"):

- A personal computer or other electronic device that is capable of (a) connecting to the internet to access our Digital Services, (b) reading our Digital Banking Terms and Conditions; (c) sending and receiving email, and (d) printing copies of information (if you want paper copies) or storing data (if you want to retain electronic copies);
- Access to the internet with an email account in order to receive our electronic communications;

- A supported operating system and Internet web browser that is capable of supporting the most recent version of the software security features.
- For the best results, we recommend that you utilize the most current version of one of the following browsers: Google, Chrome, Mozilla Firefox, Safari, or Microsoft Edge.
- Please note that software that is not current (e.g. an outdated Internet browser or outdated anti-virus program) may present higher security risks and may increase the risk of potential loss to you. It may also impact your ability to use our Digital Services.
- If our System Requirements change, and that change creates a material risk that you would not be able to access or retain your Account Documentation, we will give you notice using one of the communication methods outlined above.

Changes to hardware or software requirements.

If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain your Electronic Records, we will give you notice of the revised hardware or software requirements. Continuing to use Electronic Services after receiving notice of the change is reaffirmation of your consent. If you are unable to comply with the revised hardware or software requirements, you may withdraw your consent as outlined below.

Updating your records:

It is your responsibility to provide us with true, accurate, and complete email address, mobile phone number, and other contact information related to your Digital services. You may update this information by changing the information in the Services area of your Digital Banking Services, or sending a notice in writing to your local branch.

Withdrawing your consent:

You have the right to withdraw your consent at any time. Please be aware, however, that withdrawal of consent may result in the termination of your access to our Electronic Services, including digital and mobile banking, and your ability to use certain Bank Forward Products and Services. You may contact us in one of the following ways:

- Sending a written notice to Bank Forward, PO Box 776, Cooperstown ND 58425;
- Calling us toll free at 1-877-689-1783.
- Visiting or calling one of our branches during normal business hours.

Your withdrawal of consent will become effective after we have had a reasonable opportunity to act upon it. If you are receiving E-Statements, the termination will cause paper statements to be mailed to you via the U.S. Postal Service or other courier. You will not be charged a fee if you choose to withdraw your consent and the E-Statement service will automatically be terminated.

Your option to receive paper copies.

If we provide Electronic Records to you, and you want a paper copy, you may contact your local Bank Forward branch or our Electronic Banking Department at 1-877-689-1783 to request a paper version. You may have to pay a fee for the paper copy unless charging a fee is prohibited by applicable law. Please refer to the Account Documentation for any fee that may apply for paper copies.

Your consent covers all Digital Services; Privacy Policies.

Your consent covers all Notices relating to our Digital Services. Your consent remains in effect until you give us notice that you are withdrawing it.

From time to time, you may seek to obtain a new Digital Service from us. When you do, we may remind you that you have already given us your consent to use Electronic Records and signatures. If you decide not to use Electronic Records and signatures in connection with the new Digital Service, your decision does not mean you have withdrawn this consent for any other Digital Service.

You agree that we may satisfy our obligation to provide you with an annual copy of our Privacy Policy by keeping it available for review on www.bankforward.com, or, with prior notice to you, on another website where we offer Digital Services.

Your enrollment in Electronic Services using our equipment.

If you enroll for an Electronic Service through one of our customer service representatives or using our equipment, your enrollment may not be complete until you take additional action. We will advise you, at the time of your enrollment, of any additional action you must take. If you take the required action, it is an affirmation of your consent to use electronic records and signatures under the terms of this E-SIGN Disclosure and Consent.

By providing your consent, you are also confirming that you have the hardware and software described above, that you are able to receive and review Electronic Records in the manner we have described above, 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, authorized signers, authorized representatives, delegates, and/or service users identified with your Bank Forward Products.

BANK FORWARD PERSONAL DIGITAL BANKING AGREEMENT.

Thank you for your interest in Digital Banking, Bank Forward's digital banking service. This Bank Forward Personal Digital Banking Agreement ("**Agreement**") is entered into between Bank Forward and any Bank Forward customer who enrolls in Bank Forward's Digital Banking.

Please read this Agreement carefully and print it for future reference. By accepting the terms of this Agreement or using Digital Banking, you are acknowledging and agreeing that the terms and conditions outlined in this Agreement will apply to and govern your use of Digital Banking. Please contact a Bank representative with any questions at your local Bank Forward branch or call 1-877-689-1783.

DEFINITIONS.

The following terms shall have the following meanings in this Agreement:

"**We,**" "**us,**" "**our,**" "**Bank**" and "**Bank Forward**" means Bank Forward and any of its affiliates or direct or indirect subsidiaries, when any of them have established an Account or provided an Electronic Banking Service.

"You" and "your" means each account owner, authorized signer, authorized representative, delegate, and/or service user identified on any Bank Forward Product that you access or use as part of our Digital Services.

"Account" means each Bank account you have with us which is accessible through Digital Banking. Accounts may include checking accounts, savings accounts, certificate of deposit accounts, and loan accounts you maintain with us.

"Account Documentation" means any other agreements, documents and disclosures relating to your Account(s) with us or our Electronic Banking Services.

"Authorized Representative" means a person with authority to take action or make decisions on behalf of the owner of an Account, including, but not limited to, any person to whom you disclose your Security Information or provide access to your Security Information or your Account(s) through Digital Banking.

"Business Day" means Monday through Friday. Holidays are not included.

"Electronic Banking Service" means each of the products and services you may access or enroll in through Digital Banking, including, but not limited to, Bill Payment, Personal Financial Management, FwdPay P2P Transfers, and E-Statements.

"Digital Banking" refers to the Bank Forward Digital Banking website and web pages accessible by logging in through www.bankforward.com. The term also includes any other website or web pages you can access only after you enter into this Agreement as a condition to access.

"Security Information" means your Login ID and a combination of enhanced security features comprised of secure access codes, registered devices, and any other security features that we may add or change as we deem necessary. Your Security Information is intended to prevent unauthorized access to your Accounts and to assist you in ensuring that the website you are visiting is the correct, authentic Digital Banking website.

WHAT THIS AGREEMENT COVERS.

Your use of Digital Banking is governed by the terms contained herein and the following, which are considered part of this Agreement: (i) the terms or instructions appearing on a screen when enrolling for, activating, accessing, or using Digital Banking; (ii) our rules, procedures and policies, as amended from time to time, that apply to Digital Banking, each Account, and each Electronic Banking Service; (iii) the then-current rules and regulations of any funds transfer system or payment system used in connection with an Account or Electronic Banking Service; and (iv) state and federal laws and regulations, as applicable. Each of your Accounts and Electronic Banking Services will also continue to be subject to any other Account Documentation that applies to it.

OWNERSHIP, CONTROL, AND ACCESS TO ACCOUNTS.

Owners and Authorized Representatives.

- For Account(s) owned by more than one person, each owner individually has the right to provide Bank with instructions, conduct any transaction, make any decision, obtain any information or make any request associated with their Accounts. We may act on the instructions of any owner without having liability to any owner. Please refer to the specific Account Documentation for your Accounts for more details.
- You represent and warrant that any Authorized Representative will be acting as your agent and on your behalf, will be bound by this Agreement and any Account Documentation governing the Account, and is fully authorized by you to act based on the rights you delegate to them. An Authorized Representative appointment by one account owner for an Account constitutes an Authorized Representative appointment by all other account owners of that Account.
- So long as an Authorized Representative is appointed as such on an Account, all transactions that such Authorized Representative performs on an Account, including those you did not want or intend, are for all purposes, transactions authorized by you. The account owner(s) of the Account are solely responsible for those transactions, and we are not responsible for them. If you notify us that an Authorized Representative is no longer authorized, only transactions that you did not want or intend and that the Authorized Representative performs after we have had a reasonable opportunity to act on your notification will be considered unauthorized transactions. To notify us that you want to terminate an Authorized Representative appointment you must contact us at your local Bank Forward branch with your notification to remove the Authorized Representative.
- If you authorize an Authorized Representative to initiate fund transfers or other transactions on an Account, then you are also agreeing that for purposes of such transactions initiated through Digital Banking the Authorized Representative is an "authorized signer" on the Account, subject to the terms of the Account Documentation for your applicable Account. In addition, if you make a person an offline authorized signer on an Account, and that authorized signer enrolls in Digital Banking on your behalf, we may treat that authorized signer as an Authorized Representative for purposes of this Agreement.
- You agree that you will only appoint Authorized Representatives if we permit you to do so and if we provide a procedure for appointing Authorized Representatives as part of Digital Banking. You agree that you will follow any Authorized Representative appointment procedure we provide. This provision takes precedence over any conflicting provision in any other Account Documentation you have with us. We may discontinue offering Authorized Representative options or permitting Authorized Representatives to access your Account(s) at any time without prior notice.

Accessing Electronic Banking Services and Accounts; Terminating Access.

Accessing and Using Digital Banking.

To access your Accounts and Electronic Banking Services through Digital Banking you must have your Security Information and the required hardware and software. You must also comply with any other security procedures and policies we may establish from time to time.

Subject to the terms and conditions of this Agreement and the limitations described in your Account Agreement for each Account, you may use Digital Banking to obtain Electronic Banking Services and perform authorized transactions in connection with your Accounts, including the following:

- View, print and download balance and transaction information (in some instances, balance and transaction information may only reflect activity conducted through the close of the previous Business Day);
- Transfer funds between your deposit Accounts;
- Make payments out of your deposit Accounts to your loan Accounts;
- Advance funds from eligible revolving loan Accounts to your deposit Accounts;
- Originate stop payments on issued checks;
- Sign up for E-Statements to view, print and download current and previous Account statements, including images of checks and deposits);
- View and print images of paid checks drawn on your Accounts, and deposits made to your account;
- Create e-mail or text alert notifications for low balances, items cleared, account transfers, and daily balances;
- Initiate bill payments through our Bill Payment service;

- Transfer funds between your checking, money market and savings accounts at Bank Forward and qualified deposit accounts you may have at other financial institutions.
- Make check deposits to your Accounts using your mobile device;
- Make person-to-person payments using our FwdPay service;
- Manage your finances using our Personal Financial Management services.

To activate E-Statements, Personal Financial Management services, FwdPay Person to Person Payments, Mobile Deposit Capture, or the Bill Payment service, you must separately enroll for each service through Digital Banking. Your use of such services will constitute your acceptance to the terms and conditions that apply to these services. For additional information about these services, including any fees that may apply, please click on the links for these services available through Digital Banking.

The types of Electronic Banking Services we currently offer through Digital Banking are listed on our Bank Forward website. We may, from time to time in our sole discretion, introduce new features and Electronic Banking Services through Digital Banking or remove features or Electronic Banking Services from Digital Banking. We will update Digital Banking and this Agreement accordingly upon any change in features available through Digital Banking.

System Availability.

Subject to the terms of this Agreement, you will generally be able to access your Accounts and our Electronic Banking Services through Digital Banking 24 hours a day, 7 days a week. At certain times, Digital Banking may not be available due to system maintenance or circumstances beyond our control. We do not specifically warrant that Digital Banking will be available at all times. During times when Digital Banking is not available, you may be able to obtain information about your Accounts by calling or visiting your local Bank Forward branch, or using one of our automated teller machines ("ATM").

Hardware and Software Requirements.

To use Digital Banking, you will comply with the hardware and software listed in the "System Requirements" above. You are responsible for any defect, malfunction or interruption in service or security due to hardware failure, your choice of Internet service provider, or your choice of systems and computer services.

By accepting this Agreement, you agree and acknowledge that you are solely responsible for acquiring and maintaining the computer, computer equipment, and other electronic devices necessary to access Digital Banking. You also acknowledge and agree that you are responsible for all related costs associated with accessing Digital Banking.

Suspension or Termination of Access to Digital Banking.

This Agreement will be in effect from the date your enrollment in Digital Banking is submitted by you and accepted by us and at all times while you are using Digital Banking or any Electronic Banking Service. Unless otherwise required by applicable law, either you or we may terminate this Agreement and/or your access to any Electronic Banking Service through Digital Banking, in whole or in part, at any time without notice except as required by law. The termination of this Agreement will not terminate your obligations or our rights arising under this Agreement before such termination. Upon termination, we may (but are not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers that were previously authorized but not yet made. All applicable provisions of this Agreement will survive termination by either you or us, including, without limitation, provisions related to intellectual property, warranty disclaimers, limitations of liability, indemnification, and the miscellaneous provisions.

If you violate any terms of this Agreement or any other Account Documentation you have with us, you agree that we may suspend or terminate your access to Digital Banking. We further reserve the right, under certain circumstances, to deny access to Digital Banking, or to deny the processing of requested transactions initiated through Digital Banking, in order to maintain or restore security to Digital Banking and our systems. We may do so if we reasonably believe your Security Information has been or may be compromised or is being used or may be used by an unauthorized person(s). Also, if you do not use Digital Banking for an extended period of time, we may, in our discretion, terminate your access without prior notice to you.

If you close all of your Account(s), we will suspend or terminate your access to Digital Banking without prior notice to you.

Reinstatement of Digital Access.

Access to Digital Banking, in whole or in part, may be reinstated by us, at our discretion, at any time. If reinstated, the then current terms of this Agreement will apply. If your access to Digital Banking was previously terminated and you are eligible for reinstatement, you may reenroll at any time through our Digital Banking website, or contact your local Bank Forward Branch for assistance.

DIGITAL SECURITY PROCEDURES; REPORTING UNAUTHORIZED TRANSACTIONS.

Creation of Security Information.

At the time you enroll for Digital Banking, you will be asked to enter your Login ID and provide other Security Information. Your use of your Security Information shall have the same effect as your signature to authorize instructions you provide to us. You also agree to comply with such other security and authentication techniques as we may require from time to time for access to your Accounts and the Electronic Banking Services through Digital Banking. We may also require additional security procedures to initiate certain transactions. These additional security procedures may require special hardware, software or third-party services. We may also require the use or activation of specific Internet browser software features, plug-ins and add-ons, such as JavaScript support and "cookies", in order to utilize Digital Banking. Finally, we may acquire detailed information concerning the computer or computers you use to access Digital Banking, including unique internal and network identifiers for your computer(s), in order to enhance and facilitate secure access to Digital Banking.

Changing your Security Information.

Your Security Information can be changed within Digital Banking. We recommend that you change your Security Information regularly. At a minimum, you will be prompted to change your password every 12 months. We may specify different Security Information requirements and other security parameters from time to time.

Your Responsibility to Secure Your Account.

You agree to safely keep your Security Information, not to record your Security Information or otherwise disclose or make your Security Information available to anyone other than Authorized Representatives of your Account(s). Anyone to whom you disclose your Security Information will be considered to be your

Authorized Representative for all purposes and will have full access to your Accounts and the Electronic Banking Services. You have no ability to limit any such person's authority. If anyone uses your Security Information with your permission, you will be responsible for any transactions performed by that person. If a third party should gain access to your Security Information, you alone are responsible for changing your Security Information so as to deny the third party's access to your Accounts.

Information exchanged through Digital Banking is protected by advanced encryption techniques while being transmitted. These security measures still require your responsible behavior in protecting your Security Information. Please use maximum caution in protecting your Security Information.

Lost or Stolen Security Information; Unauthorized Transfers

If you believe your Security Information has been lost or stolen, or that someone has transferred or may transfer funds from your Account without your authorization, **contact us AT ONCE** at your local Bank Forward branch or at our Electronic Banking Department at 1-877-689-1783. For a description of your and our responsibilities and liability with respect to unauthorized transactions review the appropriate sections of your Account Documentation.

In Case of Errors or Questions about Your Account

Please contact us at your local Bank Forward branch with respect to errors in, or questions about, transfers to or from your Accounts. Refer to your Account Documentation for a description of how errors and questions on funds transfers are processed. To contact us by mail, please use the address of your local branch posted on our website at www.bankforward.com.

ADDITIONAL PROVISIONS GOVERNING DIGITAL BANKING.

Fees for Digital Banking.

There is currently no fee to enroll in Digital Banking or to view your Account(s) information or make internal funds transfers between your Accounts. However, there may be other fees associated with your Account(s) or for certain Electronic Banking Services available through Digital Banking. Please refer to the Account Documentation governing your Accounts for fee information or contact a Bank representative at your local Bank Forward branch if you have questions regarding these fees.

Effective Time for Internal Funds Transfers Initiated Through Digital Banking.

The transfer of funds initiated through Digital Banking from one of your Accounts to another of your Accounts (each an "Internal Transfer" and collectively, "Internal Transfers") will generally occur at the time that the Internal Transfer is requested and the transferred funds will be available at that time, subject to system availability. Transfers of funds to or from your Accounts using our Bill Payment are subject to the cut-off times described in the Account Documentation for this service.

Authorization to Transfer Funds.

You expressly authorize us to debit the appropriate Account in the amount of any funds transfer initiated through Digital Banking. You agree that we may treat any such funds transfer from an Account the same as a duly executed written withdrawal, transfer, check or loan advance and that we may treat any such funds transfer to an Account the same as a deposit or loan payment, all in accordance with the terms of this Agreement and the Account Documentation governing your Account(s).

Displaying Accounts.

Use of Digital Banking requires at least one eligible deposit or loan account with us. If you enroll in Digital Banking, Account(s) on which you are named as the owner or Authorized Representative with account access will be displayed to the extent such accounts can be linked to your Personal Identification Number or other Bank Forward internal records. Such Account(s) will also be displayed without regard to who else may have an ownership interest in such accounts.

VIEWING ACCOUNT TRANSACTION ACTIVITY.

Account Transactions Using Digital Banking.

You are responsible for accurately entering all data necessary to perform a transaction in your Account(s) and for verifying all instructions transmitted to us. Your banking transactions using Digital Banking will be indicated on your monthly or quarterly statement we provide or make accessible to you for your Accounts.

Through Digital Banking, you may view the transaction activity on any of your Accounts. Such activity will be available for viewing for no less than eighteen (18) months. The transaction activity for your Accounts can also be downloaded or printed at your convenience.

NOTICES AND COMMUNICATION.

General Provisions.

Except as expressly provided otherwise in this Agreement, you agree that we may provide you notices and other information regarding your Account(s), Electronic Banking Services, or Digital Banking (collectively "**Account Related Information**") through mail, electronically, by phone or by other means available. If there is more than one owner on your Account, we may send Account Related Information to any one of them. Any notice or Account Related Information we send you will be effective when mailed, sent electronically or otherwise made available to you. The person receiving the notice is responsible for providing copies of all Account Related Information to all joint owners and Authorized Representatives. We reserve the right at all times to communicate all Account Related Information to you through the U.S. Postal Service or other delivery service at our sole option.

Any notice you send us will not be effective until we actually receive it and have a reasonable opportunity to act on it. You assume the risk of loss in the mail or otherwise in transit.

Consent to Communication.

You expressly agree that we may from time to time make telephone calls and send emails and text messages to you in order for us to:

- service your Accounts and Digital Bank Services,
- collect any amount you may owe, or
- discuss our relationship, products and services with you.

The ways we may call you include using prerecorded/artificial voice messages and/or through the use of an automatic dialing device, to the extent permitted by law. We may call you and send email or text messages to you at any telephone number or email address you have provided to us, including mobile/cellular telephone numbers that could result in charges to the owner of the telephone account. In the event you ever withdraw this consent, and notwithstanding that withdrawal, you expressly authorize us to use any of the methods described above to send you messages confirming your instructions sent to us via SMS text message, including a confirmation from us in the event you withdraw your consent.

Communicating with Us by Email.

Digital Banking provides an option for you to communicate with us by email. Through this channel, you may send us questions about your Account(s) or maintenance and/or problem resolution issues, or to give comments regarding your satisfaction with your banking services. Email is not a secure method of communication over the Internet and we recommend you do not send confidential information (e.g. social security number or account numbers) by email. You cannot use email to initiate transactions on your Accounts, or to upload documents to us. To initiate a transaction to or from one of your Accounts, please use the appropriate functions within Digital Banking or call us at your local Bank Forward branch.

Changes to Contact Information.

You agree that you will notify us immediately in the event of a change to your contact information (e.g. mailing address, email address, phone number). Address changes may be initiated:

- at your request. You may instruct us to change the contact information to which we send notices or Account Related Information concerning your Account at any time by contacting us at your local Bank Forward branch or notifying us in writing at Bank Forward at your local branch address included in this agreement. Changes to your address, phone number, and email address may also be requested through Digital Banking.
- if we receive an address change notice from the U.S. Postal Service.
- if we receive information from another party in the business of providing correct address information that the address in our records no longer corresponds to your address.

We may act on any instruction purportedly made on your behalf within a reasonable time after we receive such instruction. Unless you instruct us otherwise, we may in our sole discretion change the postal or email address only for the account(s) you specify or for all or some of your other account(s) with us.

THIRD-PARTY SERVICE PROVIDERS, SOFTWARE AND CONTENT; LIMITATIONS.

Third-Party Service Providers.

We may use third-party service providers acting on our behalf to assist us in offering one or more of the Electronic Banking Services provided through Digital Banking. You agree that we have the right under this Agreement to delegate to such third-party service providers some or all of our rights and performance obligations that we have under this Agreement, and that our third-party 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. Our third-party service providers are required to adhere to Bank's strict standards of security and privacy protection. When using our Bill Payment service, paper checks processed by nonaffiliated third parties may show that they were drawn on a third-party service provider rather than on us.

In the event any third-party service provider is unavailable or we determine, in our discretion, that we cannot continue providing any third-party service provider network access, we may discontinue the related Electronic Banking Service or may provide such service through an alternate third-party service provider. In such situations, we will have no liability for the unavailability of access. We will not be responsible for any services you receive from third-party service providers unless required by applicable law.

Third-Party Software.

From time to time, we may offer third-party software tools and products that you may elect to install on your computer (collectively "**Third-Party Software**"). Digital Banking may also provide a download option for Accounts that allows you to download certain information into Quicken™, QuickBooks™, and Microsoft™ Excel if you have installed one or more of these programs on your computer. You are responsible for obtaining a valid and separate license agreement with the provider of the Third-Party Software.

When using Third-Party Software to download certain information about your Accounts, certain limitations and restrictions apply, including, without limitation:

- account information in your Accounts may reflect transactions as of a prior time period and may not be current as of the point in time that you download such information;
- statements generated by us are the official record of account transactions, positions and balances, and that the information you download is for tracking purposes only and should not be considered an official record;
- information you can download may not include all of your account activity;
- not all of the information in your Accounts can be downloaded into your Third-Party Software;
- the account information that you download to your Third-Party Software will not be automatically updated by us, and you agree and acknowledge that you will have to update the Account information by downloading more current information from your Accounts; and

You agree and understand that:

- you assume all risk that any Third-Party Software you download and install, or any information you enter into the Third-Party Software or download using the Third-Party Software may be accessed by unauthorized third parties;
- 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;
- the Account information you download through Third-Party Software is provided to you "as is" and "as available";
- you are solely responsible for acquiring and maintaining a computer or other electronic device that has capabilities of handling and accessing 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;
- we are not liable for any loss, damages or expenses of any kind as a result of your reliance upon the Account information downloaded through Third-Party Software, which may not be the most updated information and may not include pending transactions;
- any Third-Party Software that you download is done at your own risk and you alone are responsible for any damage that might occur to the computer or other electronic device to which you download any Third-Party Software, or any loss or corruption of data that might occur as a result of the downloading or its installation in a computer or other electronic device; and

- we will not be liable to you for your inability to use the Third-Party Software; the accuracy, timeliness, loss or corruption, or misdelivery of any Account information or any other information processed by the Third-Party Software; or unauthorized access to your 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.

Third-Party Content.

From time to time, we may offer information, commentary, and tools supplied by companies that are not affiliated with us ("**Third Party Content**"). All of the Third-Party Content available through Digital Banking is labeled as such, and may be available either in a frame, via a hyperlink, or simply posted to Digital Banking. We do not own any interest in Third-Party Content. We do not edit, review, or endorse any Third-Party Content.

PRIVACY.

All information gathered from you in connection with using Digital Banking will be governed by the provisions of your other Account Documentation governing your Account(s) and the Bank's privacy policy that was previously provided to you in connection with your Account(s).

DISCLAIMER OF WARRANTIES; LIMITATIONS OF OUR LIABILITY AND OBLIGATIONS TO YOU; YOUR AGREEMENT TO INDEMNIFY US AGAINST CERTAIN LOSSES.

Disclaimer of Warranties.

To the fullest extent permitted by law, we make no warranties of any kind for Digital Banking or the Electronic Banking Services, either express or implied, including but not limited to, implied warranties of merchantability or fitness for a particular purpose. We do not warrant that Digital Banking will be uninterrupted or error free, that defects will be corrected, or that Digital Banking is free of viruses or other harmful components.

Limitations of Our Liability and Obligations to You.

To the fullest extent permitted by law and by our other Account Documentation with you, we will not be liable for or obligated to honor, in whole or in part, any transaction or instruction in the following instances:

- Due to your actions or omissions, or those of third parties which are not within our immediate and reasonable control;
- Due to your negligence or breach of any agreement with us;
- If we are unable to confirm to our satisfaction the authority of any person to act on your behalf;
- If, through no fault of ours, you do not have adequate funds in your Account to complete the transaction, or if that account has been closed, or if withdrawals from that account have been prohibited by court order such as a garnishment or other legal process;
- If you have not properly followed our instructions, or if your computer malfunctions or fails, or if Digital Banking or any part of the electronic funds transfer system network was not working properly and this problem should have been apparent to you at the time you attempted to make the transaction;
- If we reasonably believe a transaction is fraudulent or unauthorized;
- Due to scheduled system outages or circumstances beyond our reasonable control despite reasonable precautions that we have taken (e.g. delays or losses caused by telecommunications or internet outages, postal strikes, actions by third parties, equipment failures and acts of God).
- If the transaction or instruction is not in accordance with applicable law, our policies and procedures, or any term or condition of this Agreement or any other Account Documentation;
- Due to any ambiguity, inaccuracy or omission in any instruction or information provided to us;
- Due to your failure to initiate the transaction or instruction within the time requirements communicated by us;
- If we have other reasonable cause not to honor the transaction for our or your protection.

We shall only be liable to you for our gross negligence or willful misconduct in performing the services provided for herein, unless otherwise required by law. We do not make any representation that any content or use of Digital Banking is appropriate or available for use in locations outside of the continental United States, Alaska or Hawaii.

In no event will we or any of our officers, directors, shareholders, parents, subsidiaries, affiliates, agents, licensors, or third-party service providers be liable for any consequential (including without limitation, loss of data, files, profit or goodwill or the costs of procurement of substitute goods or service) indirect, incidental, special or punitive damages, whether in an action under contract, negligence or any other theory, arising out of or in connection with this Agreement, Digital Banking, or the inability to use Digital Banking, even if advised of the possibility of such damages.

Your Additional Responsibilities.

You are responsible for:

- actions that may be taken by anyone using Digital Banking after signing in with your Security Information, except as otherwise set forth herein or in the Account Documentation governing your Accounts. We are entitled to rely and act upon instructions received using your Security Information; and
- keeping your Security Information confidential and for ensuring that you have signed off from Digital Banking when your session is complete to prevent unauthorized persons from using Digital Banking.

You further agree that you will:

- not use Digital Banking for any illegal purposes;
- comply with all regulations, policies and procedures of networks through which you access and use Digital Banking;
- not use Digital Banking for any activity or use that may disrupt Digital Banking or the networks through which you access or use Digital Banking; and
- not access or attempt to access any account for which you have no access authorization, or duplicate, modify, distribute or display any of the data or files from any such account.

Customer Indemnification Obligations.

Except to the extent that we are liable under the terms of this Agreement or another Account Documentation, you agree to indemnify, defend, and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable attorney's fees) arising from:

- a third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us;

- any fraud, manipulation, misuse or other breach of this Agreement or Digital Banking by you or your Authorized Representatives;
- your violation of any law or rights of a third party; or

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent. This indemnification is provided without regard to whether our claim for indemnification is due to the use of Digital Banking by you or your Authorized Representatives.

MISCELLANEOUS PROVISIONS.

Amendments to this Agreement.

Except as otherwise required by law, we may in our sole discretion change the terms of this Agreement from time to time. This may include adding new or different terms to, or removing terms from, this Agreement. When changes are made, we will update this Agreement on Digital Banking. Digital Banking will be updated on the effective date, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated an earlier time. You will be notified as soon as possible when any changes are made which materially affect your rights, such as changes regarding how your information is maintained or used, or significant changes to the terms of this Agreement. By continuing to use Digital Banking after we send you notice of any change, you agree to the change. Changes to fees or terms applicable to Accounts or certain Electronic Banking Services are governed by the Account Documentation otherwise governing each Account or Electronic Banking Service.

Governing Law; Arbitration; Venue; Jury Trial Waiver.

This Agreement will be read and interpreted according to the laws of the state where your Account was opened, without regard to conflict-of-law rules. If a dispute arises between us with respect to this Agreement, its enforcement or our Electronic Banking Services, either of us may require that it be settled by binding arbitration in accordance with the arbitration provisions contained in the Account Documentation governing the applicable Account or Electronic Banking Service. The state courts and U.S. federal courts located in the state where your Account was opened will otherwise be the only courts where legal actions regarding this Agreement can be brought. In any legal action or claim regarding this Agreement, the prevailing party will be entitled to recover costs and reasonable attorney fees.

YOU AND WE EACH WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM RELATING TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR ANY TRANSACTION HEREUNDER.

Assignment.

We may assign our interest in this Agreement to any now-existing or future direct or indirect subsidiary of Bank; however, you may not assign or transfer this Agreement. We may also assign or delegate certain rights and responsibilities under this Agreement to independent contractors or other third parties.

Relationship Between This Agreement and Other Account Documentation You Have With Us.

Unless this Agreement specifically states otherwise, if there is a conflict between the terms and conditions contained in this Agreement and the terms and conditions of any other Account Documentation between you and us, or any other such agreement has terms that are not specifically addressed in this Agreement, then the other agreement will control and take precedence. The other agreement will only control with respect to the Account or Electronic Banking Service it is associated with, and only to the extent necessary to resolve the conflict or inconsistency. Additional provisions regarding Digital services or features that appear in the specific Account Documentation for your Account or Electronic Banking Service, but that do not appear in this Agreement, will apply. As an exception to the general rule described in this Section, if any other Account Documentation you have with us includes terms that address your digital access to an Account, this Agreement will control and take precedence in resolving any inconsistencies between this Agreement and the terms in the other agreement that address digital access.

Entire Agreement; Severability.

Together with other applicable Account Documentation, this Agreement represents the agreement between you and us regarding Digital Banking and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject of digital access. Each of the rules, terms, and conditions set forth in this Agreement stand alone. Any term or condition contained in this Agreement which is inconsistent with the laws governing Digital Banking will be deemed to have been modified by us and applied in a manner consistent with such laws.

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. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable, it shall be so narrowly drawn without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other action or jurisdiction.

Waiver.

We shall not be deemed to have waived any of our rights or remedies under this Agreement unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any right or remedy shall operate as a waiver of that right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

If you have any questions regarding this Agreement, please call us at your local Bank Forward branch or write to your local Bank Forward branch at the address listed on our website at www.bankforward.com/locations.

ACCOUNT TO ACCOUNT (EXTERNAL) TRANSFERS: ADDENDUM TO BANK FORWARD PERSONAL DIGITAL BANKING AGREEMENT.

Bank Forward's External Transfer services allow you to transfer funds to or from your eligible checking, money market, or savings accounts held at Bank Forward and other eligible accounts held by you at other US financial institutions. External transfers may only be requested:

- between accounts on which you are an individual or joint owner, or for which you otherwise have the authority to transfer funds,
- if the accounts are consumer accounts (this service is not available for business account transfers)
- if the transfer is permitted by your external financial institution; and

- if the transfer is permitted by law.

You will need to register each external bank account that you wish to use for external transfers.

Information.

You authorize us to validate the external accounts through the use of a trial deposit verification, in which one or more low value payments will be both debited and credited from the account. Once the test transaction is complete, we may ask you to access your account to tell us the amount of the test credit or debit, or any additional information reported by your financial institution.

Accounts.

By using Bank Forward’s External Transfer service, you represent and warrant to Bank Forward that you have the right to authorize and permit us to affect such funds transfers or for any other purpose authorized by this agreement, and you assure us that by disclosing and authorizing us to use such information you are not violating any third-party rights. You warrant and represent that the information you are providing us is true, correct, current, and complete. You hereby authorize and permit Bank Forward to use information submitted by you to accomplish these purposes and to configure the service to be compatible with the account.

Communications.

If you have enrolled in this service, and wish to withdraw your consent, you must cancel any pending transfer requests and contact our Electronic Banking Department at 1-877-689-1783.

You agree to promptly update your records if your email address or other information changes. You may update your records by using the Settings section in Personal Digital Banking.

Transfer Limitations and Fees.

Transfers may be scheduled to occur one time, or a future date, or on a specific recurring basis. External transfers will be processed and settled on the third business day after the transfer request. For all external transfers, your account will be debited on the business day you initiate the transfer.

You may not make transfers in excess of the limits defined in this agreement. We reserve the right to change these limits from time to time.

	Incoming	Outgoing
Daily Limits – External Transfers	\$ 5,000	\$ 5,000
Monthly Limits – External Transfers	\$ 10,000	\$ 10,000

You agree to have available funds on deposit in the account you have designated in amounts sufficient to pay for all External Transfers requested, as well as any other payment obligations you have with us. If External Transfers process against any insufficient funds in your account, your account will be assessed and charge the appropriate overdraft or insufficient fund fee. See our current Fee Schedule for the current amount of these fees.

Initiating and Scheduling Transfers.

The cut off time for Standard transfers is 4:00 p.m. Central Time. Any transfer initiated after the applicable cut off time will be considered as being initiated on the next business day.

Transfers can be scheduled on either a one time or recurring basis. Processing of one-time transfers may be initiated immediately or scheduled for initiation on a future date. Recurring transfers may be used when a set amount is transferred at regular intervals.

Processing Time.

When setting up a new external transfer account, please allow 1-3 business days to process validation of the external account and/or the test transactions. Once the validation is complete, you should allow up to 1-3 business days for processing an external transfer.

Transfers will be processed by using the Automated Clearing House network pursuant to this agreement and the rules of the National Automated Clearing House Association (NACHA). We can reject any external transfer if it is not in compliance with the NACHA rules.

The receiving financial institution could place a hold on the funds or delay availability. Contact the receiving financial institution for information on their funds availability policy.

Cancellations.

You may cancel any External Transfer prior until the transfer shows as processed in your digital banking. Once the transfer has been processed, it cannot be cancelled.

Errors.

You understand that we must rely on the information provided by you and you authorize us to act on any instruction which has been or reasonably appears to have been requested by you, to submit transfer instructions on your behalf. You understand that financial institutions receiving the transfer 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. You understand that if you provide us with incorrect information or if there is any error in your instructions, we will make all reasonable efforts to reverse or delete such instructions, but you accept full responsibility for losses resulting from any errors, duplications, ambiguities or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current, or incomplete, without limiting other remedies, Bank Forward reserves the right to 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 account.

Cancellation or Revocation of the External Transfer Services.

We reserve the right to suspend or restrict access to use the external transfer service immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect against loss. Your external transfer service may be cancelled for the following reasons:

- Any of your accounts with us are not current or not in good standing
- You have had an overdraft or an item returned for insufficient funds with respect to any account with us
- You have had any prior External Transfers involving accounts at other institutions cancelled, revoked, or not completed due to insufficient funds, revoked authorizations, stopped payments, frozen accounts, or any similar reason.
- You attempt to make External Transfers between your consumer accounts and non-consumer accounts at other financial institutions.
- We suspect fraud or unauthorized use has or may occur with respect to your account or any External Transfer.

In the event of suspension, you may request reinstatement of the service by contacting our Electronic Banking Department at 1-877-389-1783. We reserve the right to grant or deny reinstatement of the service.

BILL PAYMENT AGREEMENT: ADDENDUM TO BANK FORWARD PERSONAL DIGITAL BANKING AGREEMENT.

This Addendum establishes the rules which cover your access and use of the Bill Payment service offered by Bank Forward through Digital Banking. As a subscriber to the Bill Payment service, this Addendum (“**Addendum**”) supplements and becomes part of our Bank Forward Personal Digital Banking Agreement (“**Agreement**”) with you, which is hereby incorporated by reference. The terms of our Agreement with you, including any warranties disclaimers of warranties, security procedures, limitations on liability, indemnity, amendments, termination rights, communications, assignment, choice of law, and venue, are hereby ratified, affirmed and incorporated herein and shall continue to apply in all respects, as amended hereby.

Please read this Addendum carefully and print it for future reference. By accepting the terms of this Addendum or using the Bill Payment service, you are acknowledging and agreeing that the terms and conditions outlined in this Addendum will apply to and govern your use of our Bill Payment service.

INTRODUCTION.

Use of the Bill Payment service requires you to be enrolled in Digital Banking. If you terminate your enrollment in Digital Banking, your access to this service will also be terminated. You may use our Bill Payment service to direct us to make payments from one of your designated Accounts to the Payees you choose in accordance with this Addendum. The terms and conditions of this Addendum are in addition to the Account Documentation in effect from time to time governing your Account.

By using the Service, you authorize us and our service providers to process instructions and to post transactions to your Account as directed by you from time to time. Our receipt of your bill payment instructions authorizes us or our service providers to debit or charge to your Account, and to remit funds on your behalf to your designated Payees. You also authorize us to credit your Account for payments returned to us. You agree that we may edit or alter payment data or data formats in order to process payments more effectively.

DEFINITIONS.

Capitalized terms herein shall have the meanings set forth below or elsewhere in this Addendum. Terms used but not defined in this Addendum shall have the meanings set forth in the Bank Forward Digital Banking Agreement.

“**We**,” “**us**,” “**our**” and “**Bank**” means Bank Forward and any of its affiliates or direct or indirect subsidiaries.

“**You**” or “**your**” means, as applicable, each owner of an Account.

“**Account**” means a checking or money market account you have with us which is accessible through Digital Banking.

“**Account Documentation**” means any other agreements, documents and disclosures relating to your Account(s) with us or our Digital Banking Services.

“**Digital Banking**” refers to the Bank Forward Digital Banking website and web pages accessible by logging in through www.bankforward.com. The term also includes any other website or web pages you can access only after you enter into the Agreement as a condition to access.

“**Business Day**” means Monday through Friday. Holidays are not included.

“**E-Mail Payments**” means a payment made to a person by providing their email address and creating a security code as the means for processing the payment.

“**Payee**” means anyone, including the Bank, you designate and the Bank accepts as a payee.

“**Security Information**” means your Login ID and a combination of enhanced security features comprised of secure access codes, registered devices, and any other security features that we may add or change as we deem necessary. Your Security Information is intended to prevent unauthorized access to your Accounts and to assist you in ensuring that the website you are visiting is the correct, authentic Digital Banking website.

“**Service**” means our Bill Payment service.

“**Transfer**” means a transfer of funds made to another account that you hold at another financial institution using the Transfer option in the Bill Payment service.

PAYEES AND PAYMENT TYPES.

You may not use the Service to make payments prohibited by law or payments outside of the United States. You may not use the Service to make E-Mail Payments or Transfers in excess of \$2,500 per day. We reserve the right to refuse to pay any Payee to whom you may direct a payment, for security reasons, to comply with applicable laws or other reasons at our sole discretion.

HOW TO SET UP PAYEES/PAYMENTS.

IF YOU WANT TO ADD A NEW PAYEE, VISIT THE BILL PAYMENT WEBPAGES ACCESSIBLE THROUGH BANK FORWARD DIGITAL AND SELECT “SET UP ACCOUNTS/PAYEE”. You may add a new fixed payment to a Payee, only if the Payee is on your authorized list of payees, and by accessing the Service and entering the appropriate information. The Bank is not responsible if a bill payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a Payee or if you attempt to pay a Payee that is not on your authorized Payee list.

THE BILL PAYMENT PROCESS.

Single Payments.

A single payment will be processed on the Business Day that you designate as the payment's process date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is controlled by the Bank, is currently 3:00 p.m. CST. A single payment submitted after the cut-off time on the designated process date will be processed on the following Business Day. If you designate a non-Business Day (generally weekends and certain holidays) as the payment's process date, the payment will be processed on the first Business Day following the designated process date.

Recurring Payments.

When a recurring payment is processed, it is automatically rescheduled by the bill payment system. Based upon your selected frequency settings for the payment, a process date is calculated for the next occurrence of the payment. If the calculated process date is a non-Business Day, it is adjusted based upon the following rules:

- If the recurring payment's "Pay Before" option is selected, the process date for the new occurrence of the payment is adjusted to the first Business Day prior to the calculated process date.
- If the recurring payment's "Pay After" option is selected, the process date for the new occurrence of the payment is adjusted to the first Business Day after the calculated process date.

For single and recurring Payments, YOU MUST ALLOW AT LEAST FIVE TO SEVEN (5-7) BUSINESS DAYS, PRIOR TO THE DUE DATE OF YOUR BILL, for each bill payment to reach the Payee.

You agree to have available and collected funds on deposit in the Account you designate in amounts sufficient to pay for all bill payments requested, as well as, any other payment obligations you have to the Bank. The Bank reserves the right, without liability, to reject or reverse a bill payment if you fail to comply with this requirement or any other terms of this Addendum. If you do not have sufficient funds in the Account and the Bank has not exercised its right to reverse or reject a bill payment, you agree to pay for such payment obligations on demand. You further agree the Bank, at its option, may charge any of your Accounts with the Bank to cover such payment obligations. The Bank reserves the right to change the cut-off time. You will receive notice if it changes. Furthermore, although we anticipate that we will process payments as requested by you using the Service, we reserve the right to select the final method in which to remit funds on your behalf to the Payee. **You are responsible for any late payments and any related Payee fees that occur because you scheduled the payment too close to the due date.**

CANCELING OR EDITING A PAYMENT.

A bill payment can be cancelled or edited through the Service, provided you access the Service prior to the cut-off time on the Business Day the bill payment is scheduled to be processed. If you have told us in advance to make regular, recurring bill payments from your Account, you can also stop any of these payments by calling us at your local branch, or by calling our Electronic Banking Department at 1-877-689-1783, or writing to us at your local branch address in time for us to receive your request at least three (3) business days or more before the payment is scheduled to be processed. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. There is no charge for canceling or editing a payment that has been scheduled but has not yet begun to be processed. Once we have begun processing a payment on the date you instruct, it cannot be cancelled or edited, and a stop payment request must be submitted.

STOP PAYMENT REQUESTS.

Our ability to process a bill pay stop payment request will depend on the payment method and, for paper check payments, whether a check has cleared. To stop a payment that has already been processed, you may log into the Service to access your Scheduled Payments and request that it be stopped, or please call us at your local branch or our Electronic Banking Department at 1-877-689-1783. We may not have an opportunity to act on a stop payment request after we begin to process a payment but will make reasonable attempts to do so. We may require you to present your request in writing within 14 days.

RETURNED PAYMENTS.

You agree that Payees and/or the United States Postal Service may return payments to us for certain reasons, including but not limited to inaccurate Payee mailing or account information or if Payee cannot locate account information. In our sole discretion, we will try to research and correct the returned payment and re-send it to the Payee or we may void the payment and credit your Account.

HOW WE WILL COMMUNICATE WITH EACH OTHER.

You may receive messages, notices and other communications regarding the Service, including messages if a transaction could not be processed, if a transaction is returned, etc. You should also visit the Service link available through Digital Banking regularly to keep track of your bill payments.

CLOSING YOUR ACCOUNT.

If you close your Account with us, any bill payments already in process will be completed unless you make a stop payment request and we are able to honor it. However, any payments scheduled to be deducted from the Account will not be processed. If you do not make alternative arrangements, you will be solely responsible for any fees incurred for late or non-payment as a result.

UPDATE BILL PAY INFORMATION.

It is your sole responsibility to ensure that your contact information on file with us and Payee information is current and accurate. This contact information includes, but is not limited to, name, address, phone numbers, e-mail addresses, Payee account numbers, and any other information about your Payee(s). Please make changes to Payee information in the appropriate section of the Bill Payment Service. Failure to provide accurate and complete information (including misrepresenting your identity or other information) may result in errors in your requested bill payments.

BANK IS NOT AFFILIATED WITH PAYEES.

You agree that we assume no responsibility and shall incur no liability with respect to the acts, omissions, or determinations of the Payees except as otherwise required by law.

LIABILITY.

Except as otherwise provided by law, you are solely responsible for controlling the safekeeping of, and access to, your Security Information required to access Bank Forward Digital Banking and the Service. You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify the Bank and arrange to change your Security Information. You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment. The Bank is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment. The Bank is not liable for any failure to make a bill payment if you fail to promptly notify the Bank after you learn that you have not received credit from a Payee for a bill payment. The Bank is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the Bank's agent. In any event, the Bank will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Addendum or the Service, even if the Bank has knowledge of the possibility of them. The Bank is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the Bank's reasonable control.

LOST OR STOLEN SECURITY INFORMATION; UNAUTHORIZED TRANSFERS.

If you believe your Security Information has been lost or stolen, or that someone has transferred or may transfer funds from your Account without your authorization, **contact us AT ONCE at your local branch, or by calling our Electronic Banking Department at 1-877-689-1783.** For a description of your and our responsibilities and liability with respect to unauthorized transactions review the appropriate sections of your Account Documentation.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ACCOUNT.

Please contact us at your local branch with respect to errors in, or questions about, transfers to or from your Accounts. Refer to your Account Documentation for a description of how errors and questions on funds transfers are processed. To contact us by mail, please write to your local Bank Forward branch at the address listed on our website at www.bankforward.com/locations.

FEES AND CHARGES.

There is currently no fee to enroll in our Bill Payment Service or to send standard bill payments using the Service. However, additional charges may apply for requested services, such as expedited delivery, gift deliveries and research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred. Bill payments are processed as electronic fund transfers (EFT). Please see the Electronic Fund Transfers disclosure statement included, or, received when you opened your Account or enrolled for Digital Banking, which discloses important information concerning your rights and obligations.

ENTIRE AGREEMENT; CONFLICTING TERMS.

This Addendum forms part of and is incorporated by reference into the Agreement. Except as amended by this Addendum, the Agreement remains in full force and effect. In the event of any conflict between this Addendum and the Agreement, this Addendum shall govern with respect to the Service.

MOBILE BANKING AGREEMENT: ADDENDUM TO BANK FORWARD PERSONAL DIGITAL BANKING AGREEMENT.

This Addendum establishes the rules which cover your access to your Accounts at Bank Forward through Bank Forward's Mobile Banking and your use of the services made available through Mobile Banking. This Addendum also includes certain licensing rights and restrictions, including an end user agreement between you and our primary software licensor. This Addendum ("**Addendum**") supplements and becomes part of our Bank Forward Personal Digital Banking Agreement ("**Agreement**") with you, which is hereby incorporated by reference. You may review the Agreement on our website at www.bankforward.com. The terms of our Agreement with you, including any warranties disclaimers of warranties, security procedures, limitations on liability, indemnity, amendments, termination rights, communications, assignment, choice of law, and venue, are hereby ratified, affirmed and incorporated herein and shall continue to apply in all respects, as amended hereby.

Please read this Addendum carefully. By accepting the terms of this Addendum or using the Mobile Banking, you are acknowledging and agreeing that the terms and conditions outlined in this Addendum will apply to and govern your use of Mobile Banking.

DEFINITIONS.

Capitalized terms herein shall have the meanings set forth below or elsewhere in this Agreement. Terms used but not defined in this Agreement shall have the meanings set forth in the Agreement.

"**We**," "**us**," "**our**" and "**Bank**" means Bank Forward and any of its affiliates or direct or indirect subsidiaries.

"**You**," "**your**", or "**Customer**" means, as applicable, each owner of an Account.

"**Account**" means each consumer account you have with us which is accessible through Mobile Banking. Accounts may include checking accounts, savings accounts, certificate of deposit accounts, and loan or credit accounts you maintain with us.

"**Authorized Representative**" means a person with authority to take action or make decisions on behalf of the owner of an Account, including, but not limited to, any person to whom you disclose your Security Information or provide access to your Security Information or your Account(s) through Mobile Banking.

"**Business Day**" means Monday through Friday. Holidays are not included.

"**Mobile Banking**" means any service or services that we provide, and that you subscribe to, enabling you to obtain Account information or initiate transactions to or from your Accounts through your Mobile Device.

"**Mobile Device**" means a cellular telephone or similar wireless communication device, including, but not limited to, a tablet or similar device, onto which you have downloaded software or a mobile application provided by us ("**Software**") for the purpose of accessing Mobile Banking.

"**Security Information**" means your Login ID and a combination of enhanced security features comprised of secure access codes, registered devices, and any other security features that we may add or change as we deem necessary. Your Security Information is intended to prevent unauthorized access to your

Accounts and to securely allow you to access our Mobile Banking application.

WHAT THIS ADDENDUM COVERS.

Your use of Mobile Banking is governed by the terms contained herein and the following, which are considered part of this Addendum: (i) the terms or instructions appearing on a screen when enrolling for, activating, accessing, or using Mobile Banking; (ii) the Bank's rules, procedures and policies, as amended from time to time, that apply to Mobile Banking and each Account; (iii) the then-current rules and regulations of any funds transfer system or payment system used in connection with an Account or Mobile Banking; and (iv) state and federal laws and regulations, as applicable. Each of your Accounts and Mobile Banking services will also continue to be subject to any other Account Documentation that applies to it.

In addition, each Account that you access using Mobile Banking, and each transaction made to or from such Accounts using Mobile Banking, remains subject to the Account Documentation governing those Accounts.

OWNERSHIP, CONTROL AND ACCESS TO ACCOUNTS.

Owners and Authorized Representatives.

You represent and warrant that any Authorized Representative will be acting as your agent and on your behalf, will be bound by this Addendum and any Account Documentation governing the Account, and is fully authorized by you to act based on the rights you delegate to them. An Authorized Representative appointment by one account owner for an Account constitutes an Authorized Representative appointment by all other account owners of that Account.

If you authorize an Authorized Representative to initiate fund transfers or other transactions on an Account, then you are also agreeing that for purposes of such transactions initiated through Mobile Banking the Authorized Representative is an "authorized signer" on the Account, subject to the terms of the Account Documentation for your applicable Account. In addition, if you make a person an offline authorized signer on an Account, and that authorized signer enrolls in Mobile Banking on your behalf, we may treat that authorized signer as an Authorized Representative for purposes of this Addendum.

Accessing Mobile Banking Services and Accounts; Terminating Access.

Accessing and Using Mobile Banking.

To use Mobile Banking, you must enroll in Digital Banking with us. The Security Information that is in place for your Digital Banking access applies to Mobile Banking. We undertake no obligation to monitor transactions through Mobile Banking to determine that they are made on behalf of the Account owner.

Mobile Banking Services.

Mobile Banking services (e.g., viewing balances, searching for transactions, viewing transactions, transferring funds between your Accounts, paying bills, and the Mobile Deposit Service), may be added, reduced or modified by us from time to time without prior notice except as required by law. We may also modify, reduce or expand the geographic areas in which we offer Mobile Banking or any of its functions or services. We reserve the right to refuse to make any transaction you request through Mobile Banking. Not all functions that are described in your Agreement or available through Digital Banking may be available with Mobile Banking. You may view the Mobile Banking services available for Mobile Devices at any time by logging into Mobile Banking. Once you enroll for Mobile Banking, designated Accounts and established payees (or billers) will also be accessible through Mobile Banking.

System Availability.

Subject to the terms of this Addendum, you will generally be able to access your Accounts using Mobile Banking 7 days a week, 24 hours a day. At certain times, Mobile Banking may not be available due to system maintenance or circumstances beyond our control. We do not specifically warrant that Mobile Banking will be available at all times. During times when Mobile Banking is not available, you may be able to obtain information about your Accounts by logging in to Digital Banking, using one of our automated teller machines ("ATM"), or visiting a Bank branch location in your area during normal business hours.

We do not guarantee functionality of Mobile Banking (or any specific Software that we provide with respect to Mobile Banking) on all Mobile Devices, on all communication networks, in all geographic regions, or at all times. We may elect to discontinue Mobile Banking (or any of the services that we provide, from time to time, through Mobile Banking) at any time. If we choose to discontinue Mobile Banking, we will provide you with reasonable notice. We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

Hardware and Software Requirements.

Using Mobile Banking requires an Internet-enabled Mobile Device that supports 256-bit encryption. Mobile Banking users must download, install and use certain software systems and programs developed by us, our licensors or other third-parties. We are not responsible for any damage to your Mobile Device resulting from those activities, and you will be engaging in those activities at your own risk. To download the Mobile Banking software, please download the Bank Forward app from the app store on your device.

You understand you must, and hereby agree, at your sole cost and expense, to use a Mobile Device and software that meets all technical requirements for the proper delivery of Mobile Banking services and that fulfills your obligation to obtain and maintain secure access to the Mobile Banking services. You are solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of Mobile Banking. You understand and agree that you are solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with Mobile Banking and the cost thereof, and you hereby agree that you will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements to your Mobile Device or software. We are not responsible for, and you hereby release us from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using your Mobile Device, electronic mail or the Internet. We are not responsible for, and you hereby release us from, any and all claims or damages resulting from, or related to, defects in or malfunctions of your Mobile Device, or failures of or interruptions in any electrical, wireless carrier or Internet services.

Suspension or Termination of Access to Mobile Banking.

This Addendum will be in effect from the date your enrollment in Mobile Banking is submitted by you and accepted by us and at all times while you are using Mobile Banking. Unless otherwise required by applicable law, either you or we may terminate this Addendum and/or your access to Mobile Banking, in whole or in part, at any time without notice except as required by law. The termination of this Addendum will not terminate your obligations or our rights arising under this Addendum before such termination. Upon termination of this Addendum you: (i) acknowledge and agree that all licenses and rights to use Mobile Banking and the Mobile Deposit Service and Software shall terminate; (ii) will cease any and all use of Mobile Banking and the Software; and (iii) will remove the Software

from all Mobile Devices, hard drives, networks, and other storage media in your possession or under your control. All applicable provisions of this Addendum will survive termination by either you or us, including, without limitation, provisions related to intellectual property, warranty disclaimers, limitations of liability, indemnification, and the miscellaneous provisions.

If you violate any terms of this Addendum or any other Account Documentation you have with us, you agree that we may suspend or terminate your access to Mobile Banking. We further reserve the right, under certain circumstances, to deny access to Mobile Banking, or to deny the processing of requested transactions initiated through Mobile Banking, in order to maintain or restore security to Mobile Banking and our systems. We may do so if we reasonably believe your Security Information has been or may be compromised or is being used or may be used by an unauthorized person(s). Also, if you do not use Mobile Banking for an extended period of time, we may, in our discretion, terminate your access without prior notice to you.

If you close all of your Account(s), we will suspend or terminate your access to Mobile Banking without prior notice to you.

Reinstatement of Digital Access.

Access to Mobile Banking, in whole or in part, may be reinstated by us, at our discretion, at any time. If reinstated, the then current terms of this Addendum will control. If your access to Mobile Banking was previously terminated and you are eligible for reinstatement, you may reenroll at any time by downloading the mobile application for your Mobile Device.

SECURITY PROCEDURES; REPORTING LOST MOBILE DEVICES AND UNAUTHORIZED TRANSACTIONS.

Security Procedures.

You agree to comply at all times with the secure login procedures established by us for digital account access and any Mobile Banking security procedures we provide to you (collectively the "**Security Procedures**") and to safeguard the confidentiality and security of any Security Information or account information that is either transmitted from, stored on, or downloaded to your Mobile Device in connection with Mobile Banking and to notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached. You acknowledge, understand and agree the Security Procedures are not designed for the detection of errors. We are not, and will not be, obligated to detect errors by you or others, even if we take certain actions from time to time to do so.

Lost or Stolen Mobile Device or Security Information; Unauthorized Transfers.

If you believe your Mobile Device, Security Information, or other approved access device has been lost or stolen, or that someone has transferred or may transfer funds from your Account without your authorization, **contact us AT ONCE** at Bank Forward's Electronic Banking Department at 1-800-689-1783. For a description of your and our responsibilities and liability with respect to unauthorized transactions review the appropriate sections of your Account Documentation.

In Case of Errors or Questions about Your Account.

Please contact us at your local Bank Forward Branch with respect to errors in, or questions about, transfers to or from your Accounts. Refer to your Account Documentation for a description of how errors and questions on funds transfers are processed. To contact us by mail, please use the address of your local branch found on our website at www.bankforward.com/locations.

ADDITIONAL PROVISIONS GOVERNING MOBILE BANKING.

Fees for Mobile Banking.

There is currently no fee to enroll in Mobile Banking or view your Account(s) information or make internal funds transfers between your Accounts. However, there may be other fees associated with your Account(s) or for certain Mobile Banking services. Please refer to the Account Documentation governing your Accounts for fee information or contact a Bank representative at your local branch if you have questions regarding these fees. You are responsible for any fees or other charges that your wireless carrier may charge for any data or message services related to the use of our Mobile Banking services, including without limitation, SMS text messaging.

Effective Time for Internal Funds Transfers Initiated Through Mobile Banking.

The transfer of funds initiated through Mobile Banking from one of your Accounts to another of your Accounts (each an "Internal Transfer" and collectively, "Internal Transfers") will generally occur **at** the time that the Internal Transfer is requested and the transferred funds will be available at that time, subject to system availability. Transfers of funds to or from your Accounts using our Bill Payment or Mobile Deposit services are subject to the cut-off times described in the terms for these services.

Authorization to Transfer Funds.

You expressly authorize us to debit the appropriate Account in the amount of any funds transfer initiated through Mobile Banking. You agree that we may treat any such funds transfer from an Account the same as a duly executed written withdrawal, transfer, check or loan advance and that we may treat any such funds transfer to an Account the same as a deposit or loan payment, all in accordance with the terms of this Addendum and the Account Documentation governing your Account(s).

Account Transactions Using Mobile Banking; Periodic Statements.

You are responsible for accurately entering all data necessary to perform a transaction in your Account(s) and for verifying all instructions transmitted to us. Your banking transactions using Mobile Banking will be indicated on your monthly or quarterly statement we provide or make accessible to you for your Accounts.

Mobile Number Contact Policy.

By providing us with a telephone number for your Mobile Device, you are expressly consenting to receive communications – including, but not limited to, text messages, and calls from us at that number, to the extent permitted by law. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls regardless of their purpose. Calls and messages may incur fees from your wireless carrier.

PRIVACY.

All information gathered from you in connection with using Mobile Banking will be governed by the provisions of your other Account Documentation governing your Account(s) and the Bank's privacy policy that was previously provided to you in connection with your Accounts.

DISCLAIMER OF WARRANTIES; LIMITATIONS OF OUR LIABILITY AND OBLIGATIONS TO YOU; YOUR AGREEMENT TO INDEMNIFY US AGAINST CERTAIN LOSSES.

Disclaimer of Warranties.

To the fullest extent permitted by law, Mobile Banking and any related Software as provided "AS IS" and we make no warranties of any kind for the Mobile Banking services, either express or implied, including but not limited to, implied warranties of merchantability or fitness for a particular purpose. We do not warrant that Mobile Banking will be uninterrupted or error free, defects will be corrected, or that Mobile Banking is free of viruses or other harmful components. We do not, and cannot, control the flow of any documents, files, data or other information via the Internet or your Mobile Device, whether to or from our network or otherwise. Such flow depends in large part on the performance of Internet and wireless carrier services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt your Internet or mobile service (or portions thereof). We cannot guarantee that such events will not occur. Accordingly, Bank disclaims any and all liability arising out of, resulting from or related to, such events, and in no event shall Bank be liable for any damages of any kind (whether in contract, in tort or otherwise) that are attributable or in any way related to your or our ability or inability to transmit information to or from your Mobile Device.

Your Additional Responsibilities.

You represent and agree to the following by enrolling for Mobile Banking or by using Mobile Banking:

Account Ownership/Accurate Information.

You represent that you are the legal owner or authorized by the legal owner to exercise control of the Accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Mobile Device you will use to access Mobile Banking.

User Security.

You agree to take every precaution to ensure the safety, security and integrity of your Accounts and transactions when using Mobile Banking. You agree not to leave your Mobile Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You understand that any interruption to your Mobile Device, such as a phone call or text message that occurs while you are logged in to Mobile Banking may immediately cause you to be logged out of Mobile Banking. You agree not to provide your Security Information to any unauthorized person. If you permit other persons to use your Mobile Device, Security Information or other means to access Mobile Banking, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you.

User Conduct.

You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

Other Agreements.

You agree that you will continue to be subject to the terms and conditions of your existing agreements with any unaffiliated service providers for your Mobile Device, such as your wireless carrier or provider, and that you are still subject to any fees, costs, other charges, limitations or restrictions imposed by those parties under your agreements with them. This Addendum does not amend or supersede any of those agreements. We are not a party to, and we have no duty, liability or responsibility with respect to or in connection with (i) your wireless carrier or provider, or (ii) any Mobile Device, hardware, software or other any product or service you may purchase from others relating to your use of Mobile Banking. Your Mobile Device supplier and your wireless carrier or provider are responsible for their products and services. Your wireless carrier or provider is responsible for its products and services, and you agree to resolve any problems with your carrier or provider directly, without involving us.

Entire Agreement: Conflicting Terms.

This Addendum forms part of and is incorporated by reference into the Agreement. Except as amended by this Addendum, the Agreement remains in full force and effect. In the event of any conflict between this Addendum and the Agreement, this Addendum shall govern with respect to the Mobile Banking service.

MOBILE DEPOSIT AGREEMENT: ADDENDUM TO BANK FORWARD PERSONAL DIGITAL BANKING AGREEMENT.

This Addendum establishes the rules which cover your access and use of the Mobile Deposit service offered by Bank Forward through Digital Banking. As a subscriber to the Mobile Deposit service, this Addendum ("Addendum") supplements and becomes part of our Bank Forward Personal Digital Banking Agreement ("Agreement") with you, which is hereby incorporated by reference. The terms of our Agreement with you, including any warranties disclaimers of warranties, security procedures, limitations on liability, indemnity, amendments, termination rights, communications, assignment, choice of law, and venue, are hereby ratified, affirmed and incorporated herein and shall continue to apply in all respects, as amended hereby.

Please read this Addendum carefully. By accepting the terms of this Addendum or using the Mobile Deposit, you are acknowledging and agreeing that the terms and conditions outlined in this Addendum will apply to and govern your use of Mobile Deposit.

Definitions.

"We," "us," "our," "Bank" and "Bank Forward" means Bank Forward and any of its affiliates or direct or indirect subsidiaries, when any of them have established an Account or provided an Electronic Banking Service.

"You" and "your" means each account owner, authorized signer, authorized representative, delegate, and/or service user identified on any Bank Forward Product that you access or use as part of our Digital Services.

"Agreement" refers to this Mobile Remote Deposit Service Agreement.

“Account” refers to your checking or savings account with us that is enrolled in the Mobile Deposit Service.

“Qualifying Items” refers to paper checks payable in U.S. dollars drawn on financial institutions located in the United States, must be payable to you as the Account owner, must not be fraudulent or otherwise not authorized by the owner of the account on which the check is drawn, or have not been previously endorsed by a bank or other financial institution.

“Mobile Deposit” refers to your deposit of a Qualifying Item to the Account by taking pictures of the Qualifying Item and sending the pictures to us through our mobile banking app, as agreed in the Mobile Deposit Requirements Section below, rather than providing us with the paper original.

“Business Day” means Monday through Friday. Holidays are not included.

“Other Terms” have the meanings provided in the applicable Uniform Commercial Code.

Mobile Deposit Requirements.

You have applied for the Mobile Report Deposit Service, and understand that you must be approved by us to use the Mobile Deposit Service before we will accept any Mobile Deposit Transactions. Only Accounts that are enrolled in Mobile Banking and are in good standing will be eligible for the Mobile Deposit Service. Accounts with excessive returned checks or ACH transactions, negative balances, or other negative account history at the individual or overall account level will not be granted access to use the Mobile Deposit Service. Account granted access to the Mobile Deposit Service may be denied future transactions if the accounts are no longer in good standing.

You agree that for each Mobile Deposit, you will indorse the paper original and write **“For Mobile deposit only”**, along with your name by the indorsement, and then take a clear and accurate picture of both sides of the Qualifying Item and send the pictures to us through our mobile banking app, rather than by providing us with the paper original.

Once you have been approved by us, you can make Mobile Deposits if, but only if, you satisfy all the applicable Mobile Deposit Requirements, Software and Hardware Requirements, Image Quality Requirements, and other requirements of this agreement. If any of the applicable requirements for your Mobile Deposit are not met for any deposit, we may reject the deposit. If we reject a deposit because you failed to comply with any of the applicable requirements of the agreement, you agree that you will be liable for any losses, costs, fees, expenses, and damages related to the rejected deposit(s).

Software and Related Hardware Requirements.

For Mobile Deposits, you will use our mobile banking app. You will keep your mobile device updated with the latest software, including security patches. Accessing our mobile banking app with your mobile device may incur fees from your internet or cellular service provider. We are not responsible for any fees your internet or cellular service provider charges, nor are we responsible for any failures to connect to or to transmit data to the mobile banking app due to lack of service by your internet or cellular service provider.

Image Quality Requirements.

The images of Qualifying Items you send us will be sufficiently inclusive and of high quality to permit us to satisfy all pertinent requirements of the following: the Check 21 Act; all related laws or regulations; all other state or federal laws and regulations; The American National Standards Institute; The Electronic Check Clearing House Organization; and all other clearing houses or associations.

Mobile Deposit Limits.

The total number of Qualifying Items that can be transmitted to us under this Agreement is limited to five (5) items per day. The total dollar amount of Qualifying Items that can be transmitted to us under this Agreement is limited to \$2,500 per day and \$10,000 per month. You may apply for different limits based on your account history; we will notify you of our decision to approve or reject the higher limits. You may request a limit by contacting your local branch.

Receipt Deadline.

The deadline (Receipt Deadline) for our receipt of Mobile Deposits is 4:00 P.M. Central Time on a Business Day. Any Mobile Deposits not received on a Business Day, or not received in their entirety by the Receipt Deadline on a Business Day will be considered to have been received on the next Business Day.

Acceptance or Rejection Deadline.

The deadline (Acceptance or Rejection Deadline) for our sending you either acceptances for deposits or rejections with respect to Qualifying Items included in your Mobile Deposit is the next Business Day after we receive the Mobile Deposits. We will send you acceptances for deposit or rejections via email, and they will be effective when sent whether or not they are received by you. Such acceptances for deposit or rejections will reasonably identify each of the Qualifying Items accepted and each of the Qualifying Items rejected. If we do not send you either an acceptance for deposit or a rejection with respect to a Qualifying Item included in a Mobile Deposit by the Acceptance or Rejection Deadline, the Qualifying Item will automatically be rejected.

Retention/Destruction of Original Items.

You will retain, preserve, and use a commercially reasonable method to secure the paper original of each Qualifying Item included in a Mobile Deposit for a period of 5 business days after it is accepted for deposit and will use a commercially reasonable method to destroy (e.g. shred) it immediately after the expiration of that period. We have the right to inspect the paper original of a Qualifying Item at any time before the expiration of that period. If we choose to inspect the paper original of a Qualifying Item, you will have seven (7) days to present the paper original of the Qualifying Item to us at one of our branch locations or to mail the paper original of the Qualifying Item to us at: Bank Forward, PO Box 776, Cooperstown, ND 58425.

Terms and Conditions.

Internet Addresses and Other Information. You and we will provide each other with internet addresses, email addresses, and other information as needed for purposes of this Agreement and will update such information as needed.

Acceptance Required. We will credit your Account for a Qualifying Item included in a Mobile Deposit if, but only if, we have received it and it has been accepted for deposit. We can reject an item included in a Mobile Deposit for any reason or no reason at all.

Provisional Credit Only. Any credit to your account of a Qualifying Items included in a Mobile Deposit (including Qualifying Items drawn “on us”) is provisional only until collection is final. Until final settlement, we will act only as your agent, regardless of the form of indorsement or lack of indorsement on a Qualifying Item, even if we have provisionally credited your Account. We can reverse any provisional credit to your account of a Qualifying Item included in a Remote Deposit or

Mobile Deposit that is lost, stolen, or returned. You will indemnify us and hold us harmless from any loss we may incur as a result of our lawfully reversing a provisional credit to your account.

Failure or Alteration in Transmission. We will not be liable for any failures or alterations in the transmission of Mobile Deposits to us.

Presentment/Collection. Presentment and collection of Qualifying Items included in Mobile Deposits will be by any means and through any clearing agents we deem appropriate, and you consent to any clearing house rules.

Funds Availability. Funds from Qualifying Items included in Mobile Deposits will be available to you, after their acceptance for deposit under this Agreement, according to our policies as reflected our then current funds availability disclosure. Even after funds are available to you and have been withdrawn, you will still be responsible for returned items or any other problems with the Mobile Deposit. Items transmitted using the Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC.

Electronic Funds Transfer. You agree that a Mobile Deposit made by you using the Mobile Deposit Service is not an "electronic funds transfer" as defined in the Consumer Financial Protection Bureau's Regulation E.

Warranties. Unless prohibited by law, by making Mobile Deposits you make the following warranties to us and agree to indemnify us and hold us harmless from any breach of such warranties, including payment of our reasonable attorneys' fees and litigation expenses:

- That you were entitled to deposit each of the Qualifying Items included in your Mobile Deposits;
- That only paper originals of bona fide Qualified Items have been photographed for Mobile Deposit;
- That each of the Qualifying Items included in your Mobile Deposit was duly authorized in the amount stated on the Qualifying Item and to the payee stated on the Qualifying Item;
- That there was and will be no duplication among Qualifying Items included in your Mobile Deposit;
- That you will not deposit or redeposit the original check, substitute check or paper or electronic reproduction of the original or substitute check of the qualifying Items included in your Mobile Deposits without our informed consent;
- That we will not suffer any loss as a result of your Mobile Deposits;
- That we will not suffer any loss as a result of your retention or destruction of the paper originals of Qualifying Items included in your Mobile Deposits;
- That all information you provide to us regarding your Mobile Deposits will be accurate;
- That your Mobile Deposits and all information you provide to us will be virus-free and will not cause any damage to our software, network, or systems;
- That your Mobile Deposits will not violate any laws; and
- That you have performed and will perform all your obligations under this agreement.

Returned Items.

If Qualifying Items included in your Mobile Deposits are returned, we will provide you with images or substitute checks of the returned items, rather than the paper originals.

Statements.

You will comply with the Statements section of the Account Documentation for your Account.

Information and Access.

You will promptly provide us with any information, including financial information, we request that is pertinent in any way to your Mobile Deposits or to this Agreement. In addition, upon our request you will grant us access to your documents and records sufficient to permit us to determine whether you are complying with the requirements of this agreement.

Entire Agreement; Conflicting Terms.

This Addendum forms part of and is incorporated by reference into the Agreement. Except as amended by this Addendum, the Agreement remains in full force and effect. In the event of any conflict between this Addendum and the Agreement, this Addendum shall govern with respect to the Service.

Circumstances beyond Our Control.

We will not be responsible for any failure to act or delay in acting pursuant to this Agreement if the failure or delay is the results of circumstances beyond our control including, but not limited to, legal constraint, interruption of transmission or communication facilities, equipment failure, or war emergency condition.

Standard of Care.

Unless otherwise required by law, our standard of care in connection with this Agreement is limited to ordinary care.

Indemnification.

You agree to indemnify us and any other recipient for any loss incurred by us or any other recipient if the loss resulted from the receipt of a Qualified Item by Mobile Deposit.

Limitation on Damages.

Unless otherwise required by law, we will not under any circumstances be liable for attorneys' fees; litigation expenses; or consequential, special, incidental, indirect, or punitive damages.

Suspension or Termination of Access to Mobile Banking.

This Addendum will be in effect from the date your enrollment in Mobile Deposit is submitted by you and accepted by us and at all times while you are using Mobile Deposit. Unless otherwise required by applicable law, either you or we may terminate this Addendum and/or your access to Mobile Deposit, in whole or in part, at any time without notice except as required by law. The termination of this Addendum will not terminate your obligations or our rights arising under this Addendum before such termination. Upon termination of this Addendum you: (i) acknowledge and agree that all licenses and rights to use the Mobile Deposit Service and Software shall terminate; (ii) will cease any and all use of Mobile Deposit and the Software. All applicable provisions of this Addendum will survive termination by either you or us, including, without limitation, provisions related to intellectual property, warranty disclaimers, limitations of liability, indemnification, and the miscellaneous provisions.

If you violate any terms of this Addendum or any other Account Documentation you have with us, you agree that we may suspend or terminate your access to Mobile Deposit. We further reserve the right, under certain circumstances, to deny access to Mobile Deposit, or to deny the processing of requested transactions initiated through Mobile Deposit, in order to maintain or restore security to Mobile Deposit and our systems. We may do so if we reasonably believe your Security Information has been or may be compromised or is being used or may be used by an unauthorized person(s).

If you close all of your Account(s), we will suspend or terminate your access to Mobile Deposit without prior notice to you.

Reinstatement of Digital Access.

Access to Mobile Deposit, in whole or in part, may be reinstated by us, at our discretion, at any time. If reinstated, the then current terms of this Addendum will control. If your access to Mobile Deposit was previously terminated and you are eligible for reinstatement, you may reenroll at any time by submitting a request through your Mobile application.

Waiver.

We can waive rights under, and violations of, this Agreement without affecting other rights under, or other violations of, this Agreement.

Assignment.

You are not entitled to assign this Agreement or your rights and obligations under this Agreement without our consent.

Benefit.

This Agreement is for your benefit and our benefit only, and no other individuals or entities have rights under this Agreement.

Invalidity.

The invalidity or illegality of any provision of this Agreement will not affect the remainder of this Agreement.

Governing Law.

This Agreement will be governed by the laws of the state or jurisdiction where the Account is located including the Uniform Commercial Code as adopted by that state or jurisdiction and as varied by this agreement.

FwdPAY AGREEMENT: ADDENDUM TO BANK FORWARD PERSONAL DIGITAL BANKING AGREEMENT.

E-SIGNATURE AND ELECTRONIC DISCLOSURES AGREEMENT.

You are signing up to use the Bank Forward ("Bank") P2P service powered by Acculynk that allows you to send funds to another person. This E-Signature and Electronic Disclosures Agreement ("E-Sign Agreement") applies to all communications, documents, disclosures and electronic signatures related to the products, services and transfers offered or accessible through the Service offered by your Bank for all cardholders, authorized users, account owners, account signers, applicants, and any other person using this Service as a Sender or Recipient or registering to use this Service.

Agreement to Conduct Transactions by Electronic Means.

You agree to conduct the transfers offered through the Service by electronic means and acknowledge that all documents, disclosures, forms and other information related to such transactions will be provided to you through a mobile or web-based electronic interface or email. Each time you use this Service and submit information to the Bank you agree to the electronic access, receipt and acceptance of documents, disclosures and forms. You may not use this Service unless you agree to receive documents by electronic means.

You further agree that you intend to electronically contract with us for the Service and that all transactions completed through this Service will result in valid and legally binding agreements. You also agree that you have adequate access to a computer or mobile phone with sufficient internet connectivity to conduct these transactions online. You acknowledge that you meet the hardware and software requirements to access this Service as described below.

Agreement to Use Electronic Signatures.

By checking the "I accept the terms of service" check box you are electronically signing this E-Sign Agreement and the Terms of Use related to the Services. You specifically agree that any electronic signatures that you provide through this online process are valid and enforceable as your legal signature. You acknowledge that these electronic signatures will legally bind you to the terms and conditions contained in the E-Sign Agreement and Terms of Use documents just as if you had physically signed the same documents with a pen.

Agreement to Receive Disclosures Electronically.

You agree to receive all legal and regulatory notices, disclosures and other communications associated with your registration or use of this Service through electronic means including web-based electronic interface, mobile phone interface or email.

Availability of Printed Copies.

We recommend that you print and retain copies of any of the E-Sign Agreement and Terms of Use, disclosures, or other related documents from your computer, mobile phone or other access device associated with all transactions utilizing the Service. There is no charge for you to download and print these documents.

Contact Information.

To use this Service, you must provide your current email address so that we can send you important information related to your use of this Service. You may review and update the personal information maintained about you in the "Account Settings" section of the Site at any time to ensure that it is accurate.

Hardware, Software and Operating System.

The requirements for accessing our digital systems to use this Service and access disclosures are as follows: You must use a computer or smart phone to use this Service. You must have a device that uses a supported version of one of the following browsers: Internet Explorer, Firefox, Chrome, or Safari. You may also use a mobile phone application developed for this Service if your mobile phone supports it. You are responsible for installation, maintenance, and operation of devices used to access this Service. Bank is not responsible for errors, failures, or malfunctions of any device used or attempted to be used for access to this Service. Bank is also not responsible for viruses or related problems associated with use of these digital systems.

Bank P2P Service Agreement and Terms of Use ("Terms of Use").

These Terms of Use set forth the terms and conditions under which the Service is offered. The Service allows a Sender to transfer funds to a Recipient through electronic means. These Terms of Use affect your rights, you should read them carefully.

Unauthorized use of these systems is strictly prohibited and is subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18, U.S. Code Sec. 1001 and 1030. Bank or its Service Provider may monitor and audit usage of this system. You are hereby notified that the use of this system constitutes consent to such monitoring and auditing.

Any Account accessed through the Service is also subject to the terms and conditions of your Account ("Account Disclosures"). You should review the Account Disclosures carefully, as they may include transaction limitations and fees that might apply to your use of the Service.

Definitions.

"Account" or **"Accounts"** refers to any accounts that may be debited or credited with funds under these Terms of Use.

"Recipient" means the cardholder to whom the Sender transfers funds.

"Sender" is the Bank Cardholder that transfers funds to another person through the Service.

"Service" means the P2P service powered by Acculynk that allows a Sender to send funds to Recipient.

"Service Provider" is Acculynk a company that arranges for person-to-person payments to customers of any U.S. financial institution.

"Site" is the Service Provider's electronic location accessed by a user through a mobile phone, computer or other access device.

"Transfer" means an electronic movement of funds from an account at Bank to an account of another party by means of the Service.

"Transfer Instructions" are the information that you provide when using the Service.

"Us," "We," and **"Our"** means Bank.

"You" and **"Your"** mean each person who applies or registers to use the Service and each person who uses the Service, including both the Sender and Recipient of a Transfer.

Description of Service and Consent.

Bank debit cardholders may send one-time Transfers to Bank customers or a depositor of another financial institution. Notice is given to the Recipient by the Sender providing the Recipient's email address or mobile phone number. You may originate these Transfers by use of a computer or a mobile smart phone. You may register for the Service which will make future Transfers more convenient for you. To use this Service, you are providing information to our Service Provider from your mobile phone, desktop, laptop, or other computer. Service Provider is a vendor of Bank.

By participating in the Service, you are representing to the Bank that you are the owner or you have the authority to act on behalf of the owner of the mobile phone number or email address you are using to send or receive messages regarding Transfers. In addition, you are consenting to the receipt of emails or automated text messages from the Bank or its agent, regarding the Transfers and represent to the Bank that you have obtained the consent of the Recipients of your intended Transfers.

Funds may be transferred to any account in the United States as long as the Transfer is legal and allowed by the financial institutions involved.

Eligibility.

Individuals aged 18 years and older with a debit card issued by Bank are eligible to use this Service to send funds to a Recipient. Any individual age 18 years and older with an account in the United States that may receive POS or ACH transactions may use this Service to receive funds that are transferred by the Sender. The Service is not offered to individuals under the age of 18. Other restrictions and eligibility requirements apply as described in this Agreement or other disclosures. Bank does not knowingly collect any personal information from or about individuals under 18 years of age. Please do not submit such information to the Bank, and as a parent or legal guardian, please do not allow your children to submit personal information without your permission. By using the Site or the Service, you represent that you meet these requirements.

Transfers.

You may make one-time Transfers by entering your debit card number and email address. The Sender provides the Recipient's email address or mobile phone number, and the Service uses this information to notify the Recipient. A Recipient must accept the Transfer within 10 days, or the Transfer will be cancelled and reversed. During this period, funds will be removed from the Sender's Account for the amount of the Transfer and the fee. Once the Recipient has successfully accepted the Transfer, funds will be sent to the Recipient's financial institutions for deposit to the Recipient's account. If the Sender and Recipient are both Bank customers enrolled in the Service, Transfers will be immediately debited from the Sender's Account and reflected in the Recipient's Account. If the Sender and Recipient are both enrolled in the Service but are customers of different financial institutions, Transfers will be immediately debited from the Sender's Account and will be delivered to the Recipient's financial institution once claimed. Bank is not responsible for any failure of another financial institution to timely credit its customer's account.

You acknowledge and agree that Transfers will be completed using only the email address or mobile phone number you enter even if it identifies a person different from your intended Recipient. The name you enter will help you identify your intended Recipient in the drop-down menu and your transaction history but will not be used to process payments. You must accurately enter the Recipient's email address or mobile phone number since your obligation to pay for the Transfer will not be excused by an error in the information you enter.

Transfer Instructions relating to external accounts and the transmission and issuance of data related to such Transfer Instructions shall be received pursuant to the terms of this Agreement, and the rules of the National Automated Clearing House Association ("NACHA") and the applicable automated clearing house, as well as any EFT Network, or networks, utilized to automate the transfer of funds and governed by Regulation E, (collectively, the "Rules"). The parties agree to be bound by such Rules as in effect from time to time. In accordance with such Rules, any credit to an Account shall be provisional until the Bank or the third-party institution, which holds the account, has finally settled such credit.

It is the responsibility of the Sender and Recipient of funds to provide accurate information. You agree that you as Sender are authorized to withdraw or as Recipient are authorized to deposit funds into the Accounts whose numbers you provide or into the Accounts associated with the card number you are providing. You authorize the Bank, directly or through third parties, to make any inquires considered necessary to validate your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report and verifying your information against third party databases or through other sources.

You authorize the Bank to debit your account to complete the Transfer you request. If you are receiving funds, you authorize the crediting of your account using card networks or NACHA.

Sender Acknowledgment.

By using this Service, you, as the Sender, authorize the sending of an email or text message instructing the Recipient how to receive the funds that you are sending. You are further authorizing any Recipient of this message to act on the instructions to receive the funds you are sending. You acknowledge that any party receiving the email message at the email address you provide or text message at the mobile phone number you provide may obtain the funds you are sending.

You acknowledge and agree that we are not responsible for determining the identity of the party who receives the email or text message and acts upon the email or text message you provide. Your funds may not reach the intended Recipient because of errors made by the Sender or Recipient and you could lose all the funds. The funds that are credited to the account cannot be recalled by us. If you suspect that you have entered information incorrectly, call us immediately and we may be able to cancel the Transfer. We have no obligation to cancel the Transfer or to reimburse funds that were transferred according to the Sender's instructions. Furthermore, we may reject any Transfer request and may terminate your use of this Service for any reason including attempting insufficient funded Transfers.

Recipient Acknowledgment.

By using this Service, you as the Recipient are confirming that you are the person to whom the Sender intends to transfer funds. As the Recipient, you will be asked to provide your debit card information that will be used to transfer funds to your Account. If you choose not to provide your debit card information or your institution does not participate, you will be asked to provide account information including account number and routing information for your financial institution. In this case the funds will be transferred through the Automated Clearing House.

It is important that you enter accurate information. You agree that Bank, the receiving financial institution and our Service Provider may rely solely on the instructions you provide. If you enter inaccurate cardholder or account number information the funds may be deposited into another person's account. You acknowledge that the financial institution may make the deposit based on the account number or card number you provide even if those numbers do not correlate to the name that you provide. Retrieval of these funds will be the Recipient's responsibility to work with the financial institution to which the funds were sent. You may lose all the funds that were transferred. The funds that are credited to the account cannot be recalled by us.

If you suspect that you have entered information incorrectly or that you have received funds in error, call us immediately and we may attempt to cancel the transaction. We have no obligation to cancel the Transfer or to reimburse funds that were transferred according to the Recipient's instructions.

By using this Service, you agree that you are the intended recipient of the email or text message and that you are the intended recipient of the funds. If you are not the person to whom the funds are intended then you agree to take no further action. You understand that it is a federal felony to use another person's identification with the intent to commit unlawful activity. You represent that the information you are providing is your true and correct information. If any information you provide is fraudulent, Bank reserves the right to recover all costs or losses from you, regardless of whether such costs or losses are incurred directly or indirectly.

Fees and Limitations on Transfers.

You may transfer up to \$500 per transaction. The Bank may establish a limit on the number of Transfers and on the total dollar amount of Transfers that can be attempted or completed in one day. You may send multiple Transfers each day; a separate fee is charged for each Transfer you send. We may modify the amount and frequency of Transfers at any time for security reasons or due to account activity.

Funds may be transferred from the account from which the debit card is authorized to transfer funds. Such transfers may overdraw your account and may result in a transfer from another account to cover the overdraft. In any of these situations, a transfer fee will be charged, as applicable. You may be denied service for insufficient funds in your account. You will be responsible for any other transaction fees that apply to your Account.

Please note that your mobile carrier may charge you for text messaging. Please check your mobile service agreement for details on applicable fees. The receiving institution may have limits on the number and type of Transfers allowed. Your financial institution may also charge a transaction fee.

Timing of Transfers.

Transfers to remove the funds from the Sender's Account may take place immediately. However, the timing of funds received will depend on when the Recipient responds to the email and when their financial institution posts the Transfer. The posting of the Transfer is dependent on the business days of that institution.

Issues Affecting the Posting of Transfers.

You authorize us to debit your account to complete the Transfer you request. If you are receiving funds, you authorize the Bank to credit your Account using card networks/switches or NACHA.

Other events may affect the timing or success of a Transfer reaching the intended Recipient. Such events may include, but are not limited to, errors made by the Sender or Recipient in entering information, inaccurate account or card number information, delays in posting by the receiving institution, acts of God, and network and NACHA interruptions. If we believe the Transfer may be illegal, we may decline or reverse the Transfer. The receiving institution may choose not to post the Transfer or to delay posting the Transfer. Neither the Bank nor the Service Provider is responsible for any delays in the Transfer of funds or the posting of funds to the Recipient's Account. You may have certain rights and responsibilities regarding the failure to timely post transactions and you are encouraged to pursue dispute resolution with the receiving financial institution.

Financial institutions have rules and regulations that govern their accounts. Some of these regulations may not allow a POS or ACH transfer of funds. You are responsible for ensuring that these types of Transfers are allowed for the Account that you specify. For example, an IRA may not allow electronic transfers directly into the Account. We are not responsible for any action or lack of action taken by the financial institution that delays, inhibits, or prevents the posting of the Transfer to the Account.

Security.

The Sender and Recipient of funds may choose to register for this Service to simplify their future use of the Service. They will be asked to create a username and password and you are responsible for keeping them secure. We will not ask you for your password.

If the financial institution contacts us or our Service Provider for information regarding your Account, you authorize us to discuss the Transfer and the account information you have provided.

Cookies, Browser Information and Related Issues.

When you visit the Site, the Service Provider may receive certain standard information that your browser sends to every website you visit, such as the originating IP address, browser type and language, access times and referring website addresses, and other information. This data may be used, among other uses, to improve the operation of the Site and to improve the security of the Site and Service by assisting in "authenticating" who you are when you access the Site or Service, particularly if you register for the Service and are issued or create a username and password.

The Service Provider may also receive additional information about your visit to the Site, including the pages you view, the links you click and other actions you take in connection with the Site and the Service. This data may be used, among other uses, to improve the operation of the Site and the Service.

Like most websites, the Site also uses "cookies," which are small data files placed on your computer or other device by the web server when you visit the Site. Most such cookies are "session" cookies that are only used for a specific period during which you are on the Site, but a few are "persistent" cookies that stay on Your hard drive and are read by the web server when you return to the Site (unless you erase them). The Site uses cookies to store your preferences and other information on your computer in order to save you time by eliminating the need to repeatedly enter the same information and to display your personalized content on your later visits to the Site. These cookies are linked to personal information about you, such as your email address. Most web browsers automatically accept cookies, but you can modify your browser setting to decline cookies if you prefer. However, if you choose to decline cookies, you may not be able to sign in or use other interactive features of the Site that depend on cookies.

You may encounter the Service Provider's cookies or pixel tags on websites that we do not control. For example, if you view a web page created by a third party or use an application developed by a third party, there may be a cookie or pixel tag placed by the web page or application.

Access to Information about You.

You may review and update the personal information maintained about you in the "Manage Account" section of the Site at any time to ensure that it is accurate.

Once you close your Accounts with the Bank or you no longer have a debit card, you may no longer send Transfers. However, your Account information will be maintained for a retention period to accommodate any residual issues that may arise.

Amendments.

Bank may amend these Terms of Use or any other disclosures at any time by posting a revised version on the Site. The revised version will be effective immediately at the time it is posted, unless a delayed effective date is expressly stated therein. Bank may also provide you with an email notification of such amendments. The Bank may require you to affirmatively acknowledge or accept the revised Terms of Use in order to continue using the Service. Any use of the Service after a notice of change (whether by Site posting, email, or express acknowledgment or acceptance) will constitute your express agreement to such changes.

Limitations of Warranties.

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

THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF BANK AND ITS AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE 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 OR OTHER REASONS.

Limitation on Liability.

IN NO EVENT SHALL BANK OR ITS AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY ITS AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM.

Limitation on Damages.

BANK'S AGGREGATE LIABILITY AND THE AGGREGATE LIABILITY OF ITS 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.

Time for Making a Claim.

IN NO EVENT SHALL BANK OR ITS AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OF COMPETENT JURISDICTION 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.

Indemnification.

You agree to indemnify, defend, and hold Bank and its affiliates, officers, directors, employees, consultants, agents, service providers and licensors harmless from any and all third party claims, liability, damages, and/or costs (including but not limited to reasonable attorneys' fees) arising from your use of the Service, our reliance on the Transfer instructions and other information you provide, the performance or non-performance of other financial institutions, or other signers, owners or users of your Accounts.

Severability.

If any provision of these Terms of Use are found to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force.

Control.

This site is created and controlled by Bank Forward in the State of North Dakota. As such, the laws of the State of North Dakota will govern these Terms of Use, without giving effect to any principles of conflicts of laws.

Contacting Us.

If you have any questions about this Service or this Agreement, you may contact us at the phone number or postal address below:

Bank Forward
PO Box 776
Cooperstown ND 58425
Customer Service: 1-877-689-1783

Disclosure Access.

You may access Our Privacy Policy <https://www.bankforward.com/privacy> relating to the collection and use of your information.

Bank customers may access Our Electronic Fund Transfer (EFT) disclosure by viewing our Terms and Condition at <https://www.bankforward.com/terms-conditions>. Non-Bank customers should consult their financial institution for their EFT disclosures.

PERSONAL FINANCIAL MANAGEMENT-FINANCIAL TOOLS: ADDENDUM TO BANK FORWARD PERSONAL DIGITAL BANKING AGREEMENT.

You are accessing services provided directly or indirectly to you by MX Technologies, Inc. ("MX") and being asked to agree to a legally binding agreement in accordance with the terms and conditions set forth below. Therefore, we encourage you to read this thoroughly and carefully.

If you are under the age of eighteen (18) years of age or are not at least the age of majority or otherwise incapable of binding Yourself to a legal contract in the jurisdiction from which you enter into this agreement, you MUST have your legal guardian (e.g., your parent) or someone with authorized power of attorney review this agreement and consent upon your behalf or you should not proceed any further. Notwithstanding the foregoing, MX has not designed the services with the intention that such be used by minors nor does it market the services for use by minors.

This **agreement** (the "**Agreement**") is a legal agreement between you individually if you are agreeing to it in your own capacity, or if you are authorized to acquire the MX services ("MX Services") on behalf of your company or organization, between the entity for whose benefit you act and your financial institution (such user or power of attorney – the person for whom this Agreement is entered into, hereinafter "You", "Your" or "User") and MX including its affiliates and service providers pertaining to Your use of the MX Services. By indicating Your acceptance as set forth below, and/or by downloading, installing, activating or using the MX Services, You accept all the terms and conditions of this Agreement. By using the MX Services, You agree to be bound by these terms and conditions and the MX Privacy Policy available at http://www.moneydesktop.com/legal/privacy_policy, which is hereby incorporated by reference into these terms and conditions (collectively the "Terms"). These Terms constitute the complete and exclusive understanding and agreement between You and MX relating to the subject matter hereof and replaces all previous terms and conditions or similar agreements or documents entered into between You and MX, whether oral or written.

YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU AND THAT YOUR USE OF THE MX SERVICES CONSTITUTES ACCEPTANCE OF THESE TERMS. IF YOU DO NOT AGREE TO THE TERMS, DO NOT ACCESS OR USE THE MX SERVICES.

By CLICKING to accept or agree to the Terms, where this option is made available to you by MX in the user interface for any of the MX Services, OR BY USING ANY PART OF THE MX SERVICES, YOU EXPRESSLY (a) ACKNOWLEDGE THE FOLLOWING.

MINIMUM TERMS AND CONDITIONS

This User agreement contains the terms and conditions for your use of digital money management tools and services that we may provide to you and that involve accessing third party account information ("Services"). Hereinafter "you" "your" means the User and "us" "we" "our" or "Financial Institution" refers to Client and/or Customer (protecting MX as its third-party service provider).

1. **Provide Accurate Information.** You represent and agree that all information you provide to us in connection with the Services is accurate, current, and complete. You agree not to misrepresent your identity or account information. You agree to keep account information secure, up to date and accurate. You represent that you are a legal owner, or an authorized user, of the accounts at third party sites which you include or access

through the Services, and that you have the authority to (i) designate us and our service providers as your agent, (ii) use the Services, and (iii) give us and our service providers the passwords, usernames, and all other information you provide.

2. **Content You Provide.** Your use of the Services is your authorization for Financial Institution or its service providers, as your agent, to access third party sites which you designate in order to retrieve information. You are licensing to Financial Institution and its service providers any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the Services. You authorize us or our service providers to use any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the Services or that we or our service providers retrieve on your behalf for purposes of providing the Services, to offer products and services, and for other permissible business purposes. Except as otherwise provided herein, we or our service providers may store, use, change, or display such information or create new content using such information.
3. **Power of Attorney.** You grant Financial Institution and its service providers a limited power of attorney as provided below to access information at third party sites on your behalf. Third party sites shall be entitled to rely on the authorizations, agency, and the power of attorney granted by you or through your account. For all purposes hereof, you hereby grant Financial Institution and its service providers a limited power of attorney, and you hereby appoint them as your true and lawful attorney-in- fact and agent, with full power of substitution and re-substitution, in any and all capacities, to access third party sites to retrieve information, use such information, as described herein, with the full power and authority to do and perform each and every act and thing required 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 and agree that the Services are not sponsored or endorsed by any third-party site. **YOU ACKNOWLEDGE AND AGREE THAT WHEN FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS ACCESS AND RETRIEVE INFORMATION FROM THIRD PARTY SITES, THEY ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF THE THIRD-PARTY SITES.**
4. **Third Party Accounts.** With respect to any third-party sites we may enable you to access through the Services or with respect to any non- Financial Institution accounts you include in the Services, you agree to the following:
 - a. You are responsible for all fees charged by the third party in connection with any non- Financial Institution accounts and transactions. You agree to comply with the terms and conditions of those accounts and agree that this User agreement does not amend any of those terms and conditions. If you have a dispute or question about any transaction on a non- Financial Institution account, you agree to direct these to the account provider.
 - b. Any links to third party sites that we may provide are for your convenience only, and Financial Institution and its service providers do not sponsor or endorse those sites. Any third-party services, which you may be able to access through the Services, are services of the listed institutions. We nor our service providers have responsibility for any transactions and inquiries you initiate at third party sites. The third-party sites you select are solely responsible for their services to you. We nor our service providers are liable for any damages or costs of any type arising out of or in any way connected with your use of the services of those third parties.
5. **Limitations of Services.** When using the Services, you may incur technical or other difficulties. We nor our service providers are responsible for any technical or other difficulties or any resulting damages that you may incur. Any information displayed or provided as part of the Services is for informational purposes only, may not reflect your most recent transactions, and should not be relied on for transactional purposes. We and our service providers reserve the right to change, suspend or discontinue any or all of the Services at any time without prior notice.
6. **Acceptance of User Agreement and Changes.** Your use of the Services constitutes your acceptance of this User agreement. This User agreement is subject to change from time to time. We will notify you of any material change via e-mail or on our website by providing a link to the revised User agreement. Your continued use will indicate your acceptance of the revised User agreement. The licenses, user obligations, and authorizations described herein are ongoing.
7. **Aggregated Data.** Anonymous, aggregate information, comprising financial account balances, other financial account data, or other available data that is collected through your use of the Services, may be used by us and our service providers to conduct certain analytical research, performance tracking and benchmarking. Our service providers may publish summary or aggregate results relating to metrics comprised of research data, from time to time, and distribute or license such anonymous, aggregated research data for any purpose, including but not limited to, helping to improve products and services and assisting in troubleshooting and technical support. Your personally identifiable information will not be shared with or sold to third parties.
8. **Ownership.** You agree that Financial Institution and its service providers, as applicable, retain all ownership and proprietary rights in the Services, associated content, technology, mobile applications and websites.
9. **User Conduct.** You agree not to use the Services or the content or information delivered through the Services in any way that would: (a) be fraudulent or involve the sale of counterfeit or stolen items, including but not limited to use of the Services to impersonate another person or entity; (b) violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (c) create liability for Financial Institution or its service provider or cause Financial Institution to lose the services of our service providers; (d) access the information and content programmatically by macro or other automated means; or (e) use the Services in such a manner as to gain unauthorized entry or access to computer systems.
10. **Indemnification.** You agree to defend, indemnify and hold harmless Financial Institution, its third party service providers and their officers, directors, employees and agents from and against any and all third party claims, liabilities, damages, losses or expenses, including settlement amounts and reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of the Services, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.
11. **Disclaimer.** The Services are not intended to provide legal, tax or financial advice. The Services, or certain portions and/or functionalities thereof, are provided as strictly educational in nature and are provided with the understanding that neither Financial Institutions nor its third-party providers are engaged in rendering accounting, investment, tax, legal, or other professional services. If legal or other professional advice including financial, is required, the services of a competent professional person should be sought. Financial Institution and its third-party providers specifically disclaim any liability, loss, or risk which is incurred as consequence, directly or indirectly, of the use and application of any of the content on this site. Further, Financial Institution and its third-party providers are not responsible for any credit, insurance, employment or investment decisions or any damages or other losses resulting from decisions that arise in any way from the use of the Services or any materials or information accessible through it. Past performance does not guarantee future results. Financial Institution and its third-party providers do not warrant that the Services comply with the requirements of the FINRA or those of any other organization anywhere in the world.

12. **DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE, AND OUR SERVICE PROVIDERS, DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE, AND OUR SERVICE PROVIDERS, MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS THROUGH OR FROM THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.
13. **LIMITATION OF LIABILITY.** YOU AGREE THAT FINANCIAL INSTITUTION AND ITS THIRD PARTY SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM (i) THE USE OR THE INABILITY TO USE THE SERVICES AT OUR WEBSITE/MOBILE APPLICATION OR OF ANY THIRD PARTY ACCOUNT PROVIDER'S WEBSITE/MOBILE APPLICATION; (ii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES, (iii) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICES, (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSION OR DATA, (v) STATEMENTS OR CONDUCT OF ANYONE ON THE SERVICES, (vi) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES, OR (vii) ANY OTHER MATTER RELATING TO THE SERVICES.
14. **WAIVER OF JURY TRIAL AND CLASS ACTION.** You agree that, with respect to any dispute with us or our service providers, arising out of or relating to your use of the Services or these terms: (i) YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY; and (ii) YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING SUCH DISPUTE.
15. **Export Restrictions.** You acknowledge that the Services and any software underlying such Services are subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you will comply with these regulations. You will not export or re-export the software or Services, directly or indirectly, to: (1) any countries that are subject to U.S. export restrictions; (2) any end user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government; or (3) 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.
16. **Other Terms.** You may not assign this User agreement. A determination that any provision of this User agreement is unenforceable or invalid shall not render any other provision of this User agreement unenforceable or invalid.

SMS TEXT MESSAGING – TERMS AND CONDITIONS.

PROGRAM DESCRIPTION

SMS Text Messaging allows users to opt-in to receive two-factor authentication codes from Bank Forward.

SUPPORTED CARRIERS

AT&T, Boost Mobile, MetroPCS, Sprint PCS, T-Mobile, U.S. Cellular, Verizon Wireless, Virgin Mobile and select regional carriers within ACG, Interop Technologies, and ClearSky Technologies, but is not compatible with all handsets. T-Mobile is not liable for delayed or undelivered messages.

COST

There are no premium charges using SMS Text Messaging. Message and data rates may apply.

MESSAGE FREQUENCY

Subscribers to SMS Text Messaging will receive one message per query.

HOW TO OPT-OUT

To opt-out of SMS Text Messaging, reply STOP to 86434. An unsubscribe message will be sent to your mobile number of record confirming the cancellation, but no more messages will be sent after that one.

SUPPORT

For support or information about SMS Text Messaging, you may email us at customer.service@bankforward.com.

PRIVACY POLICY

Information containing data privacy may be found on our website at www.bankforward.com/privacy.

This Electronic Disclosure and Terms of Use ("Terms of Use") contains important disclosures and information about how we will deliver disclosures and notices required by applicable law, including periodic statements and notices, change-in-terms notices, our annual privacy notice and all other communications about our E-Statement and related services, whether available now or in the future ("Notices"). This is your copy of the Terms of Use; please read it carefully and print or download a copy of it for your records. For purposes of this agreement, "we," "us," "our" and "Bank" means Bank Forward and any of its affiliates or direct or indirect subsidiaries. "You", or "your" means, as applicable, each owner of an account with us.

Consent to Electronic Notices.

By clicking on the box on the enrollment page, you affirmatively consent to receive, and acknowledge that you can access, receive, and retain, all Notices electronically, whether sent by e-mail or other electronic means, and not in paper or non-electronic form (each an "E-Statement").

You further acknowledge that by accessing the Bank's web site at <https://www.bankforward.com>, your computer satisfies the hardware and software requirements discussed below and you are able to access, receive and retain Notices electronically in the formats used, regardless of whether a Notice is posted on the Bank's web site or sent to you by e-mail or other electronic means. The decision to do business electronically is yours.

If you wish to request a paper copy of a Notice, you may request a copy in writing by sending a request to Bank Forward in writing at PO Box 776, Cooperstown, ND 58425, by e-mail to customer.service@bankforward.com, or by telephone or in person at your local branch. Please note that any message sent by e-mail is not encrypted. Please do not include any confidential information such as account numbers, social security numbers, or any other information you want kept confidential.

Description of E-Statements.

Bank Forward offers E-Statements for consumer and business deposit and loan accounts. E-Statements will replace your mailed paper Notices with an electronic PDF version that you can view, save to your computer, or print at your convenience. The specific documents delivered by E-statements will be determined by your choices at the time of enrollment. Any legal disclosures that normally accompany your mailed periodic statements will also be delivered to you electronically. Bank Forward reserves the right to modify, add, or delete any features of the E-Statement service at our sole discretion. Any amendments to these Terms of Use will be effective when they are posted on www.bankforward.com, or delivered to the e-mail address we have on file for you. You are responsible for periodically checking the website for changes, or reading notifications that we send to you.

Enrolling in E-Statements.

You may enroll in our E-Statement service on our website through Bank Forward's Digital Service. You may choose which of your Notices you wish to receive electronically. For any account with multiple owners, all account owners will be bound by the decision of the account holder who enrolls in or cancels the service. You will provide us with the e-mail address to receive your E-Statements and notices concerning the E-Statement service.

Receiving E-Statements.

We will send E-Statements to an e-mail address you have designated or make them available in your digital banking with appropriate notice to you as permitted by applicable law. You will need Adobe Acrobat Reader to view, print, and/or save your E-Statements. You may go to www.adobe.com to download the Adobe software at no charge. You will be able to view the current month's E-Statements and previous E-Statements for the number of months that you have been enrolled in the E-Statement service (up to a maximum of twelve months). You may change your email address by using the "User Options" selection within Bank Forward Digital Banking, or contacting your local branch. Should Bank Forward reasonably believe that you may not be receiving the e-mail messages we are sending to your e-mail address notifying you of the availability of your E-Statements, we may cancel your use of the E-Statement service and begin sending you paper statements at the mailing address on file at the bank.

You will receive electronic delivery of your E-Statements by receipt of an e-mail notifying you that your E-Statement is available to be retrieved by logging into your account through Bank Forward Digital Banking. Your E-Statement will be available to you in a PDF file format to be printed, downloaded, or retained on your computer.

Hardware and Software Requirements.

In order to use the E-Statement service and to access, receive and retain Notices electronically, you must satisfy the hardware and software requirements detailed below. We will give you notice of any change to these hardware and software requirements if the proposed change will adversely affect your ability to access, receive and retain subsequent E-Statements from us.

The hardware and software requirements, which will be provided by you, are as follows:

- An Internet web browser which is SSL-compliant and supports 128-bit encryption;
- Access to the Internet through an Internet or other service provider;
- An e-mail account and software capable of receiving attachments up to 1 MB.
- A personal computer with at least 64 MB RAM, an operating system and all necessary telephone lines, Internet or other connections and equipment capable of supporting the foregoing requirements and necessary to access the Services, including any Internet-enabled wireless devices, such as personal digital assistants and cellular telephones, you may use to access the Services; and
- Adobe Acrobat Reader software version 5.0 or higher; sufficient electronic storage capacity on your computer's hard drive or other data storage unit, or a printer that is capable of printing from your Internet Web browser and e-mail software.

Security of the Service.

Information you provide to Bank Forward will be stored on secure servers and protected by certain encryption techniques. However, the security of the service depends upon your efforts to protect your username and password for the service (if applicable). You must take all necessary precautions to safeguard your username and password (including your digital banking information) which allows you to access the service.

Withdrawal to Consent to E-Statements.

If you agree to receive E-Statements, you can cancel your consent and resume receiving paper notification at any time by sending a written notice to Bank Forward, PO Box 776, Cooperstown ND 58425, or visiting or calling one of our branches during normal business hours. You will not be charged a fee if you choose to withdraw your consent, and the E-Statement service will automatically be terminated. You will automatically begin receiving paper

Notices in the mail with your next statement cycle. Termination of these Terms of Use will not affect the legal validity and enforceability of any Notice, electronic or otherwise, before the effective date of termination of these Terms of Use.

Your Communication to Us.

As a customer of Bank Forward, you have certain time limits to review your E-Statements and accompanying check images and to report any forgeries, alterations, or any other unauthorized withdrawals or transactions to us. The time limit to report these matters will commence on the day your E-Statement or notice is made available for your review. To the extent permitted by applicable law, any e-mail you send to us will not be effective until we receive it and have had a reasonable opportunity to act on it. We therefore strongly suggest that you report all matters requiring immediate attention (for example, reports of alleged unauthorized payments, errors or fraud) to us by calling us at 877-689-1783 or contacting your local branch. We recommend that you do not use e-mail to communicate confidential information since Internet e-mail may not be secure. We may, however, require you to provide us with written confirmation regarding any such matter. You also agree that we may send you an electronic Notice in response to any communication you send to us; regardless of whether your original communication to us was an e-mail.

Verification of Electronic Access.

Your ability to access, receive, and retain notices electronically will be demonstrated during the enrollment process by opening the PDF version of the E-Statement Enrollment Disclosure and providing the enrollment code to complete the enrollment process.

YOU UNDERSTAND BY AGREEING TO THE TERMS OF USE, YOU ACKNOWLEDGE THAT:

- *You have read and understand the Terms of Use, and have printed or downloaded a copy for your records;*
- *You can access, receive, and retain notices electronically in the formats we use, and affirmatively consent to the receipt of notices electronically;*
- *You have the necessary computer hardware, software, and internet access to send and receive electronic communications from us;*
- *You expressly consent to the use of electronic records for the electronic delivery of your statements, notices, and any disclosures or other communication sent to you.*
- *You are authorizing Bank Forward to replace your periodic paper statements and/or notices with E-Statements;*
- *You are consenting on behalf of all other co-owners and/or authorized signers to enroll the accounts you have selected in the service, and that you are authorized to consent on their behalf;*
- *You are authorized on behalf of the Organization (if applicable) to make this request to enroll accounts for the service.*