

**THE FIRST STATE BANK OF ROSEMOUNT**  
**PO Box 479, Rosemount, MN 55068**  
**INTERNET BANKING AGREEMENT**

In this Agreement, I, me and my refer to the customer named below and the Bank refers to The First State Bank of Rosemount.

**1. Services.** The Bank is making the following services (the "Services") available to me.

- A. Services include Internet Banking which includes the option of obtaining current deposit account balance information, transferring funds between accounts as well as other products or services the Bank may make available in the future.

The accounts accessed through Internet Banking will continue to be subject to their individual terms and conditions, which are not modified by this Agreement. To the extent that this Agreement is inconsistent with applicable individual terms and conditions this Agreement shall control.

**2. Necessary Third Party Service Providers.** I understand the Bank may utilize one or more agents to provide the Services and to administer or process transactions associated with the Services. **I authorize the Bank to provide any information to such agents as the Bank, in its sole discretion, deems necessary to provide the Services to me.**

**3. Authorized Users.** I understand I will receive a personal identification number ("PIN") to use the Services and that anyone using my PIN will be deemed to be an "Authorized User." I will not provide my PIN to anyone not authorized to access my Internet Accounts. I agree that I am entirely responsible for any and all activity on the Internet Accounts initiated with my PIN, whether or not authorized by me. The Bank may rely on any action taken by an Authorized User until an Authorized User's authorization has been revoked by me in writing and a copy of such revocation is received by the Bank. The Bank shall have a reasonable time to process any revocation received pursuant to this section.

**4. Making Payments.** I understand the Bank recommends that I provide information for Bill Pay payments at least 5 Business days prior to a bill's due date. I understand the Bank and its agents will use reasonable efforts to ensure payments are received by identified payees on time, but the Bank cannot guarantee payments will be received or posted by a payee. I understand there will be a delay between the time I authorize a payment and the time the payee receives payment. The Bank shall not be liable for any late fee or any other charge or consequence resulting from my use of the Services, whether or not action or inaction of the Bank or its agent caused me to incur such fee, charge or consequence.

The Bank will be under no obligation to honor, either in whole or in part, any transaction or instruction associated with the Services that:

- (a) exceeds my collected or available funds on deposit with the Bank;
- (b) the Bank has reason to believe may not be authorized by me;
- (c) involves funds subject to a hold, dispute or legal process preventing their withdrawal;
- (d) violates any provision of any applicable regulation of the Federal Reserve Board or any other federal, state or local regulatory authority; or
- (e) the Bank has reasonable cause not to honor, either for the protection of the Bank or me.

Unless otherwise required by law, the Bank shall have no liability for dishonored transactions pursuant to this section.

**5. Fees.** I agree to pay the Bank's fees, charges and assessments which may change from time to time upon prior notice to me.

**6. Transactions on Non-Business Days/Cutoff Times.** Transactions, deposits, payment orders, entries or other requests by Customer received by the Bank on a non-business day or after 5:30PM CST for transfers between accounts at the Bank or 3pm CST for bill pay, may be treated by the Bank as received on the next business day. The Bank may change any cutoff time or other deadline at any time.

**7. Limitation of The Bank's Liability for the Services.** The Bank will not, under any circumstances, be liable to me for any special, incidental, indirect, consequential, punitive or similar losses or damages whether or not the likelihood of such losses or damages was known by either party and whether such losses or damages arise from tort, contract or otherwise. The Bank shall not be liable for any losses or damages caused, in whole or in part, by my action or inaction, or that of my Authorized Users or for any damage, cost, loss, liability or delay caused by accident, strike, fire, flood, war, act of terror, riot, equipment breakdown, electrical, data, communications or mechanical failure, computer virus, act of nature, or any other cause which is attributable to a third party, or otherwise was beyond the Bank's reasonable control.

**8. Internet Availability.** I understand that the Bank makes the Services available via the Internet through the Bank's Website. I hereby agree to all terms and conditions in this Agreement and to any additional rules of use established by the Bank and made available to me from time to time, including rules of use posted on the Bank's Website.

A. Customer's Responsibilities. Access to the Internet Services requires the use of computer hardware, software and connections to the internet. I am solely responsible for obtaining and maintaining any necessary licenses and such computer hardware, software and connections to the internet as are necessary to use the Services.

B. Security. Access to Services requires one or more ID Numbers or PINs that will be provided by or through the Bank or its any agent selected by the Bank. ID Numbers and PINs are established for my protection. I hereby agree it is my sole responsibility to maintain the integrity and confidentiality of the ID Numbers and PINs. By agreeing to use the Services, I agree that The Bank has no liability, except as expressly established by Minn. Stat § 47.69 or 12 C.F.R. 205.6, in the event I incur any losses notwithstanding the use of such security procedures.

C. Disclaimers. The Internet Services are provided on an "as is," "as available" basis and the Bank makes no representations or warranties of any kind with respect to the Services or the content or security of any web site used to provide the Internet Services. The Bank disclaims all such representations and warranties, whether express, implied or statutory. Without limiting the foregoing the Bank does not warrant that operation of a web site used to provide Services will be uninterrupted or error-free. I am responsible for taking appropriate precautions against damage to my computer which could be caused by interruptions or malfunctions of a web site and assume all risk of such occurrences.

D. Miscellaneous. The Bank reserves the right to make improvements and/or changes related to any website used to make the Services available to me or to discontinue Services or access to any such website at any time. I acknowledge that this Agreement, all related documentation and any computer programs and systems used in providing Services, constitute proprietary property of the Bank or its agents that is of great commercial value and I agree to keep such proprietary property confidential. I agree that I shall not acquire any proprietary interest or rights therein or in any trademarks, service marks or trade names associated with any website used to provide the Services.

9. **Applicable Law.** This Agreement shall be governed by the laws of the state of Minnesota, without regard to conflicts of law principles.

10. **Collection Costs.** Should the Bank have to undertake any action to recover any amount due as a result of this Agreement, including without limitation, fees, overdrafts or overpayments, I will be liable to the Bank for the cost of such effort, plus reasonable attorney fees in any court action or appeal there from.

11. **Notices.** All written notices to the Bank shall be delivered or mailed to the address included above. Notices to me shall be delivered or mailed to my address included below. I agree to notify the Bank immediately of any known or suspected unauthorized use of my PIN or account by contacting the Bank at (651) 423-1121.

12. **Severability.** To the extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be held to

be invalid, illegal or unenforceable, such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without rendering invalid, illegal or unenforceable the remainder of any such provision or the remaining provisions of this Agreement.

13. **Waiver.** A waiver by the Bank or Customer of any term or provision shall not be construed as a waiver of such term or provision at any other time, or of any other term or provision.

14. **Amendment and Termination.** The Bank may amend the terms of this Agreement by advance notice to me, including, without limitation, by notice posted on the Bank's Website. I may choose to accept any amendments by continuing use of the Services more than 30 days after notice of amendments is sent or posted. Except as otherwise provided herein, this Agreement, or any part thereof, will remain in full force and effect until terminated by either party upon 5 days advance written notice. Any obligation of the parties accruing prior to this notice shall survive any such termination. The Bank may immediately terminate any Service at any time without notice if: (a) I breach any term of this Agreement or any agreement between me and the Bank, (b) an event occurs which, in the Bank's sole opinion, has an adverse impact on me and/or materially increases risk to the Bank in providing Services to me, or (c) the Bank has reason to believe that the Services are being used to conduct fraud or other illegal activity.

All representations, warranties, disclaimers, indemnities, limitations of liability and obligations of confidentiality set forth herein shall survive the termination of this Agreement.

I agree to all of the terms and conditions in this Agreement.

**CUSTOMER:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_