

Online Banking Agreement

STEARNS BANK N.A. would like to provide disclosures electronically concerning your Online Banking access. In order to do so, we need your consent.

Before you give your consent you must know the following:

- You have the right to receive the disclosures in paper form, effectively withdrawing your consent for electronic delivery of disclosures.
- Your consent only applies to this, your Online Banking access.
- To receive paper copies of disclosures or for assistance to open or access the electronic disclosures, please call or write the Stearns Bank N.A. using the following contact information:

STEARNS BANK, NA
4191 2nd Street South
Saint Cloud, MN 56301
1-800-320-7262

The following hardware or software requirements are necessary to access, view and print the disclosures: Personal Computer (PC), printer, Internet access as well as:

For PremierEcom [Ecom]

Web browser versions needed are:

Microsoft IE: 7.0 or 8.0

Mozilla Firefox: 2.0 or higher

Opera: 8.0 or higher

Operating System: Windows XP or VISTA

For a MAC:

Mozilla Camino: 1.5.3 and higher

Apple Safari: 2.0 and higher

Mozilla Firefox: 2.0 and higher

Opera: 8.0 and higher

For PremierEcorp [Ecorp]

Web browser versions needed are:

Microsoft IE: 7.0 or 8.0

Mozilla Firefox: 2.0 or higher

Operating System: Windows XP or VISTA

For a MAC:

Firefox 2.0 and higher

By **checking the 'Accept' box**, you are affirming your consent to electronic delivery of disclosures.

STEARNS BANK N.A.
Online Banking Agreement
and Electronic Funds Transfer Disclosure

NOTE: Areas shaded indicate a change has been made from the previous Online Banking Agreement.

Table of Contents

1. The Service
2. Your USERNAME and PASSWORD
3. Your Merchant List
4. Scheduling Payments and Transfers
5. Delivery of Your Payments and Transfers
6. Recurring Payments and Transfers
7. Canceling Payments and Transfers
8. Our Liability for Failure to Complete Transactions
9. Statements
10. Fees
11. Equipment
12. Business Days and Hours of Operation
13. Waiver of Requirement for Two or More Signatures
14. Your Rights and Liabilities
15. Additional Responsibilities
16. Disclosure of Account Information to Third Parties
17. Authorization to Obtain Information
18. Termination
19. Limitation of Liability
20. Waivers
21. Assignment
22. Governing Law
23. Amendments
24. Indemnification
25. Security Procedures
26. Security of Data Transmission and Storage
27. Online Banking and Bill Pay Fee Schedule and Other Fees
28. Stop Payment Terms
29. Bill Pay Terms & Conditions and Security & Privacy Policies
30. Copyrights and Trademarks
31. Electronic Funds Transfer Disclosure (for Personal Accounts)
 - 31(a). Stearns Bank N.A. Contact Information
32. Authorization and Acceptance of Agreement

1. The Service. In consideration of the Online Banking services ("Services") to be provided by STEARNS BANK N.A. ("BANK"), as described from time to time in information distributed by BANK to its Customers. In the "Online Banking Agreement" ("Agreement"), "Customer" refers to the person(s) subscribing to or using the Service. The Customer agrees as follows: You may use a Personal Computer ("PC") through an Internet connection to obtain account balances, transaction information and to transfer money between your Accounts. In addition, you may use your PC to electronically direct us to make payments from your Account to third parties that you have selected to receive payment through Stearns Bank's Online Bill Pay ("Bill Pay") service. You may make payments through the Bill Pay service to any business professional, merchant, family member, or friend located in the United States. By subscribing to, or using, the Bill Pay service to make any payments to a third party, you agree to the terms of the "Terms and Conditions of the Bill Payment Service" Agreement ("Terms & Conditions") that is located at the bottom of the Bill Pay Internet page. (Refer to Transaction Limitations below for transfer limits out of a savings or money market account set by federal regulations.)

Transaction Limitations. Transfers out of your savings and money market accounts to a third party or another account are limited to six (6) per month when made by preauthorized debit, automatic, telephone, or Internet transfers or by check, electronic check, draft, debit card, POS, bill pay or other payment order to a third party.

PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP A COPY FOR YOUR RECORDS. Refer to Item "23. Amendments" regarding future changes to terms or conditions in the Agreement. Unless noted otherwise, this Agreement applies to both PremierEcom and PremierEcorp on-line users.

STEARNS BANK N.A.'s Online Banking Agreement is in addition to the Deposit Account Agreement and Disclosure and Account Terms received at account opening. For Customers subscribing to the Bill Pay service, the "Terms and Conditions of the Bill Payment Service" Agreement ("Terms & Conditions") also applies, which is located at the bottom of the Bill Pay Internet page.

2. Your USERNAME and PASSWORD. Ecom: Each individual who has access to STEARNS BANK's Online Banking, including each individual named on joint accounts, must designate a Personal Identification Number ("PASSWORD") and a "USERNAME". Your PASSWORD must be a minimum of eight (8) characters, up to a maximum of 11 characters, which must consist of at least two (2) numeric characters, plus alpha characters (case sensitive). For example, your PASSWORD maybe: 123signup. You will be able to change your PASSWORD periodically to enhance security.

Ecorp: Each client on PremierEcorp can have multiple users. Each user will need to create a Username and Personal Identification Number "PASSWORD". The USERNAME can consist of numbers, letters or a combination of. The PASSWORD will need to be a minimum of eight (8) characters, have at least two (2) numbers and is case sensitive. A temporary PASSWORD will be setup and the system will prompt the user to change the PASSWORD the first time you log in.

3. Your Merchant List. Bill Pay Feature: You may include all utility companies, merchants, financial institutions, insurance companies, individuals, etc. located in the United States whom you wish to pay through Bill Pay. Include a complete (payee) mailing address, telephone number and your account number with each payee. We reserve the right to decline to make payments to certain persons and entities. Refer to Bill Pay's ("Terms & Conditions") Agreement located at the bottom of the Bill Pay Internet page.

4. Scheduling Payments and Transfers. Transfers: Transfers are posted against your balance available for withdrawal, as defined in STEARNS BANK'S Funds Availability Policy, plus the available credit on your overdraft protection, if any, or other line of credit. Initiation of a transfer may create an overdraft of your account, if we choose to honor the transaction and charge your account. If you overdraw your account, you agree to pay us the overdrawn amount and any applicable fees. If your deposit account has a Ready Cash Credit Line (overdraft credit plan) attached, any overdraft will be made in accordance with that separate loan agreement.

Bill Pay Feature: You may choose to add Bill Pay and use your PC to electronically schedule payments with the Bill Pay service feature. Payments are posted against your balance available for withdrawal, as defined in STEARNS BANK'S Funds Availability Policy, plus the available credit on your overdraft protection, if any, or other line of credit. Initiation of a transfer may create an overdraft of your account, if we choose to honor the transaction and charge your account. If you overdraw your account, you agree to pay us the overdrawn amount and any applicable fees. If your deposit account has a Ready Cash Credit Line (overdraft credit plan) attached, any overdraft will be made in accordance with that separate loan agreement. Payments made through Bill Pay require adequate time for your payee to receive your payment and credit your account properly. Therefore, you must schedule a payment sufficiently in advance of the payment due date to avoid incurring a finance or other charge imposed by your payee. Refer to Bill Pay's "Terms and Conditions of the Bill Payment Service" Agreement ("Terms & Conditions") located at the bottom of the Bill Pay Internet page.

5. Delivery of Your Payments and Transfers. Transfers: Transfers will post on the date specified.

Bill Pay Feature: Refer to Bill Pay's "Terms and Conditions of the Bill Payment Service" Agreement ("Terms & Conditions") located at the bottom of the Bill Pay Internet page.

6. Recurring Payments and Transfers. Transfers: Recurring transfers are those made for the same amount and are made on a weekly, bi-monthly, monthly basis, etc. Once started, recurring payments will be made automatically until you tell us to stop or cancel the service and we have a reasonable opportunity to act on your request.

Bill Pay Feature: Recurring payments are those made for the same amount and are made on a weekly, bi-monthly, monthly basis, etc. Once started, recurring payments will be made automatically until you tell us to stop or cancel the service and we have a reasonable opportunity to act on your request. Refer to Bill Pay's ("Terms & Conditions") Agreement located at the bottom of the Bill Pay Internet page.

7. Canceling Payments and Transfers. Internal Transfers (transfers from a Stearns Bank N.A. Account to another Account): One-time immediate internal transfers cannot be canceled after it has been submitted. Recurring internal transfers and future dated internal transfers can be cancelled the business day prior to the scheduled transaction date. However, once the pending internal transfer states 'Processing' it cannot be cancelled.

External Transfers (transfers from a Stearns Bank N.A. account to an account at another Financial Institution): External transfers are only allowed on Ecorp. One-time immediate external transfers cannot be canceled after it has been submitted. Recurring external transfers and future dated external transfers can be cancelled the business day prior to the scheduled transaction date. However, once the pending external transfer states 'Processing' it cannot be cancelled.

Bill Pay Feature: Refer to Bill Pay's "Terms and Conditions of the Bill Payment Service" Agreement ("Terms & Conditions") located at the bottom of the Bill Pay Internet page for details on canceling scheduled payments. Once the pending payment states 'Processing' it cannot be cancelled.

8. Our Liability for Failure to Complete Transactions. If we do not complete a transfer to or from your account on time or in the correct amount according to our Agreement with you, we might be liable for some of your losses or damages. However, there are some exceptions. We will not be liable for instance:

- a. if, through no fault of ours, you do not have enough money in your account to make the transfer;
- b. if the money in your account is subject to legal process or other encumbrances restricting transfer;
- c. if the transfer would go over the credit limit on your overdraft line (if any);
- d. if the automated teller machine or the merchant where you are making the transfer does not have enough cash;
- e. if the system was not working properly when you started the transfer;
- f. if circumstances beyond our control (such as fire or flood or systems failure) prevent the transfer, despite reasonable precautions that we have taken; or
- g. if the payee mishandles or delays handling payments sent by us.

9. Statements. All payments, transfer, and/or fees made with the STEARNS BANK N.A.'s Online Banking Service and Bill Pay service will appear on your monthly account statement. The Check Tracking/Confirmation Number, payment amount, and date of payment will be shown for each payment made through the Service during that month.

10. Fees. Fees for STEARNS BANK N.A.'s Services shall be payable in accordance with a schedule of charges as established and amended by STEARNS BANK N.A. from time to time. Charges shall be automatically deducted from Customer's Account, and STEARNS BANK N.A. shall provide to Customer monthly notice of such debit(s) on your statement.

11. Equipment. You are solely responsible for the equipment (including, in the case of Online Banking, your personal computer and software) you use to access the Services. We are not responsible for errors or delays or your inability to access the Services caused by your equipment. We are not responsible for the cost of upgrading your equipment to stay current with the Services nor are we responsible, under any circumstances, for any damage to your equipment or the data resident thereon.

12. Business Days and Hours of Operation. Our business days and hours are 8 a.m. to 5 p.m. (CST), Monday through Friday, except Federal holidays. Although payments and transfers can be completed only on business days, the Service is available 24 hours a day, seven days a week, except during maintenance periods or circumstances beyond our control, for the scheduling of payment orders and transfers.

13. Waiver of Requirement for Two or More Signatures. You agree that any requirement for two or more signatures on checks, if that requirement exists, does not apply to electronic or telephone transfers, and you release us from any liability when making these types of transfers.

14. Your Rights and Liabilities. Security of your transactions is important to us. Use of the Services require a USERNAME, PASSWORD (or PIN). If you lose or forget your USERNAME, PASSWORD (or PIN), please call 1-800-320-7262 during normal business hours listed above or 1-800-320-7262 and leave a voice mail message.

We may accept as authentic any instructions given to us through the use of your USERNAME, PASSWORD (or PIN). You agree to keep your USERNAME, PASSWORD (and PIN) secret and to notify us immediately if your USERNAME, PASSWORD (or PIN) is lost or stolen or if you believe someone else has discovered your USERNAME, PASSWORD (or PIN). You agree that if you give your USERNAME, PASSWORD (or PIN) to someone else, you are authorizing them to act on your behalf, and we may accept any instructions they give us to make transfers or otherwise use the Services. Online

Banking Services enables you to change your PASSWORD. We may be liable for certain security breaches to the extent required by applicable law and regulation. We do not assume any other liability or otherwise guarantee the security of information in transit to or from our facilities. Please note that we reserve the right to (1) monitor and/or record all communications and activity related to the Services; and (2) require verification of all requested transfers in the manner we deem appropriate before making the transfer (which may include written verification by you). You agree that our records will be final and conclusive as to all questions concerning whether or not your USERNAME, PASSWORD (or PIN) was used in connection with a particular transaction. If any unauthorized use of your USERNAME, PASSWORD (or PIN) occurs you agree to (1) cooperate with us and appropriate law enforcement authorities in identifying and prosecuting the perpetrator; and (2) provide reasonable assistance requested by us in recovering any unauthorized transfer of funds.

If you believe your USERNAME, PASSWORD (or PIN) has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call 1-800-320-7262 during normal business hours listed above.

WE CANNOT ACCEPT NOTIFICATION OF LOST OR STOLEN USERNAME, PASSWORD (OR PIN) OR UNAUTHORIZED TRANSFERS VIA E-MAIL.

For additional information regarding your rights and liabilities as well as error resolution procedures, refer to the Electronic Funds Transfer Disclosure included in this Agreement.

15. Additional Responsibilities. You agree 1) to provide complete and true information about yourself and not to misrepresent your identity; 2) not to use the Services for illegal purposes; 3) not to use the Services for activity that may disrupt the service or networks through which you access the Services; 4) not to access or attempt to access any account for which you have not access authority; 5) to comply with all regulations, policies and procedures; 6) you are responsible for actions taken by anyone using the Services after you signed in with your USERNAME and PASSWORD (or PIN) (we are entitled to rely and act upon instructions received under your USERNAME and PASSWORD (or PIN)); 7) you are responsible for keeping your USERNAME and PASSWORD (or PIN) confidential and ensuring you have signed off from the Services when your session is complete to prevent unauthorized persons from using the Services and tampering with your Account; 8) you will be the only user of your USERNAME and PASSWORD (or PIN) and you will not disclose any of this information to another person; and 9) you will be responsible for all usage and fees associated with the Services or accessed through the Services whether or not authorized by you.

You agree to notify STEARNS BANK N.A. immediately and report any or actual or suspected unauthorized use of your USERNAME or PASSWORD (or PIN) by calling 1-800-320-7262.

16. Disclosure of Account Information to Third Parties. We may disclose information to third parties about your Account or the transactions you make:

- a. where it is necessary for completing transactions or resolving errors involving the Services; or
- b. in order to verify the existence and condition of your Account for a third party, such as a credit bureau or a merchant; or
- c. in order to comply with government agency rules, court orders, or other applicable law; or
- d. to our employees, service providers, auditors, collection agents, affiliated companies, or attorneys in the course of their duties and to the extent allowed by law; or
- e. if you give us your permission.

Bill Pay Feature: Refer to Bill Pay's "Terms and Conditions of the Bill Payment Service" Agreement ("Terms & Conditions") located at the bottom of the Bill Pay Internet page.

17. Authorization to Obtain Information. You agree that we may obtain and review your credit report from a credit bureau or similar entity. You also agree that we may obtain information regarding your Payee Accounts in order to facilitate proper handling and crediting of your payments.

18. Termination. If you want to terminate your access to the STEARNS BANK N.A.'s Services, call us at 1-800-320-7262. If you do not access STEARNS BANK N.A.'s Services for a period longer than 120 days, you will need to re-enroll to access the Service. **RECURRING TRANSFERS WILL NOT NECESSARILY BE DISCONTINUED BECAUSE YOU TERMINATE ACCESS TO THE SERVICES. IF YOU WANT TO MAKE SURE THAT RECURRING TRANSFERS BETWEEN ACCOUNTS ARE STOPPED, YOU MUST FOLLOW THE PROCEDURES IN THE 'CANCELING PAYMENT AND TRANSFERS' PARAGRAPH ABOVE.**

We reserve the right to terminate the STEARNS BANK N.A.'s Online Banking Services, in whole or in part, at any time with or without cause and without prior written notice. In that event, or in the event that you give us a termination notice, 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. We also reserve the right to temporarily suspend the Services in situations deemed appropriate by us, in our sole and absolute discretion, including when we believe a breach of system security has occurred or is being attempted. We may consider repeated incorrect attempts to enter your USERNAME, PASSWORD (or PIN) as an indication of an attempted security breach. Termination of the Services does not affect your obligations under this Agreement with respect to occurrences before termination.

Bill Pay Feature: Refer to Bill Pay's "Terms and Conditions of the Bill Payment Service" Agreement ("Terms & Conditions") located at the bottom of the Bill Pay Internet page.

19. Limitation of Liability. Except as otherwise provided in this Agreement or by law, we are not responsible for any loss, injury, or damage, whether direct, indirect, special or consequential, caused by the STEARNS BANK N.A.'s Service or the use thereof or arising in any way out of the installation, operation, or maintenance of your PC equipment.

20. Waivers. No waiver of the terms of this Agreement will be effective, unless in writing and signed by an authorized officer of the STEARNS BANK N.A.

21. Assignment. You may not transfer or assign your rights or duties under this Agreement.

22. Governing Law. This Agreement and transactions are governed by all applicable federal laws and regulations and laws and regulations of the state of Minnesota in which we are located and any local clearinghouse rules. Customer acknowledges that he/she has reviewed this Customer Agreement, understands the terms and conditions set forth herein, and agrees to be bound hereby.

23. Amendments. We can change a term or condition of this Agreement by mailing or delivering to you a written notice as required by law. We do not need to provide you with any prior notice where an immediate change in the terms or conditions of this Agreement is necessary to maintain or restore the security of our system or an Account. However, even in these cases, if the change is to be made permanent, we will provide you with a notice of the change as required by law, unless disclosure would jeopardize the security of our system or an Account. Notices mailed or delivered to you under this paragraph will be considered effective if mailed to the most recent address we show for you in our records. When notified regarding a change to the Agreement, you agree to review the revised Agreement by obtaining a copy from Stearns Bank's Online Banking Internet site. If you are unable to access the Agreement, you may obtain a copy by writing to us using the address listed at the beginning of this Agreement.

Bill Pay Feature: Refer to Bill Pay's "Terms and Conditions of the Bill Payment Service" Agreement ("Terms & Conditions") located at the bottom of the Bill Pay Internet page.

24. Indemnification. You, the Customer, in consideration of being allowed access to the STEARNS BANK N.A.'s Services, agree to indemnify and hold the STEARNS BANK N.A. harmless for any losses or damages to the BANK resulting from the use of the Services, to the extent allowed by applicable law.

25. Security Procedures. By accessing the Services, you hereby acknowledge that you will be entering a protected web site owned by the STEARNS BANK N.A., which may be used only for authorized purposes. STEARNS BANK N.A. may monitor and audit usage of the System, and all persons are hereby notified that use of the Services constitutes consent to such monitoring and auditing. Unauthorized attempts to up-load information and/or change information on these web sites are strictly prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986.

26. Security of Data Transmission and Storage. You understand and agree that we are no longer responsible for the security and confidentiality of your Account information 1) that you download and store on your computer and/or third-party software; 2) that you download and print or print screen; 3) when you allow other persons to access your computer; 4) that is downloaded using a wireless connection, in which case you acknowledge such a connection may permit others to access the information downloaded.

27. Online Banking and Bill Pay Fee Schedule and Other Fees.

Online Banking Service Fee:

The basic Online Banking service is free.

Bill Pay Service Fees:

Bill Pay Recall Fee: \$20.00 per item

Bill Pay Minimum Research Fee: \$25.00

Bill Pay Non-Sufficient Funds (NSF) Paid Fee: Same as NSF Paid Fee on Fee Schedule provided at account opening

Bill Pay NSF Returned Item Fee: Same as NSF Returned Item Fee on Fee Schedule provided at account opening

Bill Pay Stop Payment Fee: Same as Stop Payment Fee on Fee Schedule provided at account opening

Fees will be charged to your Account(s) held at STEARNS BANK, NA.

Third-Party Fees:

Other fees may be assessed and billed separately by your Internet and/or Telephone service provider.

Additional Account Fees:

Refer to the Fee Schedule provided at account opening or contact STEARNS BANK, NA regarding additional account fees that may be charged to your account held at STEARNS BANK, NA, such as a Returned Item Charge (deposited items), NSF Paid Item or NSF Returned Item fees for items created by check, ATM withdrawal or other electronic means, etc.

28. Stop Payment Terms. If you use the stop payment feature, you agree and understand:

- a) The electronic request for a stop payment is considered ‘confirmation in writing’;
- b) That you, the Customer/accountholder, are responsible for the accuracy and completeness of the stop payment form when the form is completed online. The stop payment form needs to be completed accurately for the BANK to stop payment on the correct check. If you give us incorrect or incomplete information, the BANK is not responsible for failing to stop payment;
- c) That you may not stop payment on an item after we have paid or accepted the item. Your stop payment request is only effective if we receive it soon enough to give the BANK a reasonable time to act on it. If we receive a stop payment request, it does not mean we have a reasonable time to act on it;
- d) *Single check or one-time Automated Clearing House (ACH) debit:* The stop payment request is only effective for 6-months from the time it is received electronically (and the BANK has reasonable time to act on it);
- e) *Single check or Automated Clearing House (ACH) debit:* The stop payment request may be renewed for another 6-months if confirmed in writing or electronically (and the BANK has reasonable time to act on it);
- f) *Future recurring Automated Clearing House (ACH) debits:* Future ACH debits identified in the Stop Payment form completed online, including but not limited to recurring preauthorized payment will be stopped (if the BANK was provided a reasonable time to act on the request). I understand that I am required by the BANK to confirm in writing that I have revoked the authorization given to the Payee/Originator and by acknowledging this electronic request for a stop payment I do so confirm.
- g) A stop payment fee will be charged to your Account; and
- h) That all stop payment requests are subject to rules and regulations which are contained in the depositor’s account agreement and/or signature card. In requesting the BANK to stop payment on any item, the accountholder agrees to hold us harmless for all expenses and costs incurred on account of refusing payment of the item, and further agrees not to hold us liable on account of payment contrary to this request if same occurs through inadvertence of accident, or if by reason of such payment other items drawn by the accountholder are returned for insufficient funds.
- i) With respect to Automated Clearing House (ACH) debits, the BANK and the Customer (accountholder) agree to abide by the ACH rules and regulation regarding Stop Payment orders.

Bill Pay Feature: Refer to Bill Pay’s “Terms and Conditions of the Bill Payment Service” Agreement (“Terms & Conditions”) located at the bottom of the Bill Pay Internet page.

29. Bill Pay Terms & Conditions and Security & Privacy Policies. If you use the Bill Pay feature, refer to the separate Bill Pay “Terms and Conditions of the Bill Payment Service” Agreement (“Terms & Conditions”) and “Security & Privacy” disclosure located at the bottom of the Bill Pay Internet page.

30. Copyrights and Trademarks. Trademarks, logos and service marks (text graphics, button icons, images, etc.) displayed on the Services are registered and unregistered trademarks of STEARNS BANK N.A. or other third parties. You agree under no circumstances will trademarks, logos or service marks be copied, altered, modified, changed or used in any manner or for illegal purposes.

31. Electronic Funds Transfer Disclosure (for Personal Accounts).

Transfer Types & Limitations. We offer or you may arrange with a third party for the following types of electronic funds transfers. Some of these services may not be available at all terminals and some or all may not apply to your checking and/or savings account(s). Please review these disclosure terms and retain them for future reference.

Preauthorized Credits. You may make arrangements for certain direct deposits to be accepted into your account(s).

Preauthorized Debits. You may make arrangements to pay certain recurring bills from your account(s). In addition, you may make arrangements to pay bills directly by phone or Internet from your checking or savings account in the amounts and on the days you request.

Electronic Check Conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using the information on your check to pay for purchases or pay bills.

Collection of Service Fees. Upon notice by a merchant, you may also authorize a merchant to collect a fee for the return of an electronic fund transfer or a check unpaid due to insufficient funds in your account.

ATM Transfers. You may access your account(s) by Automated Teller Machine (ATM) using your ATM Card or Debit/ATM Card and personal identification number to: get cash withdrawals from your account(s); make deposits to your account(s); and transfer funds between checking and savings accounts. Some of these services may not be available at all terminals and other terminal operators may have other limits on transfers.

Point of Sale Transfers. You may access your checking account(s) in person, by phone, and/or Internet using your Debit/ATM card to: purchase goods and service; get cash from a merchant or participating financial institution, if they permit it (in person use only). Some of these services may not be available at all terminals and other terminal operators may have other limits on transfers. If a merchant accepts the card in payment of goods and services, you must raise any claim or defense with respect to goods or services purchased with the merchant who honored the card. We cannot reverse a POS transaction. However, if the use of the card resulted in a loan from us, please refer to your separate loan agreement concerning dispute resolution.

Telephone Banking Transfers. You may access your account(s) by telephone 24 hours a day at 1-877-899-2265 using your personal identification number, a touch tone phone and your account numbers(s) to: transfer funds between checking and savings accounts; make payments from your account(s) to make payment on loan account(s) with us; and make inquiry about account(s) balances, deposits and withdrawals from your account(s).

Internet Transfers. You may access your account(s) by Internet at www.stearnsbank.com or www.stearnsmoney.com (only for money market account holders) and using your USERNAME and your PASSWORD (or PIN) to: transfer funds between checking and savings accounts; make payments from your account(s) to make payment on loan account(s) with us; obtain account(s) balances and information on deposits and withdrawals; and make payments from checking to third parties with Bill Pay (contact a deposit account representative regarding Bill Pay service and fees).

International Transactions. There will be a Visa International Service Assessment Fee on every international transaction. An international transaction is one where the card is used in a country other than the country in which the card was issued. A transaction over the Internet could qualify as an international transaction. If the transaction is a single currency transaction (i.e. the transaction is settled in US dollars in the foreign country), then the fee will be .80% of the transaction amount. If the transaction involves multiple currencies, the fee will be 1% of the transaction amount. If the transaction occurs in a country and settles in an amount other than US Dollars, the charge will be converted to US Dollars at a currency conversion rate that will be determined by Visa. Either Visa will select the rate from a range of rates available in wholesale currency markets for the applicable central processing date, or the government-mandated rate in effect for the applicable central processing date. Your account will be debited for any third-party fees charged for an international transaction, such as MasterCard's Currency Conversion and Cross-boarder Assessment Fees.

Non-Visa Debit Transactions. Your Visa debit card allows you to conduct transactions on the STAR/PULSE debit network, which will generally require you to enter your PIN or PASSWORD. Some merchants are authorized to accept non-Visa debit transactions without requiring you to enter your PIN or PASSWORD. Provisions of your cardholder agreement that specifically relate to Visa transactions are inapplicable to non-Visa debit transactions, such as the Visa zero-liability program. Examples of the types of actions you may be required to make to initiate a Visa transaction on your Visa debit card include signing a receipt, swiping the card through a point-of-sale terminal, or by providing a card number over the telephone or via the Internet.

Transaction Limitations & Conditions. Preauthorized or automatic transfers out of your savings and money market accounts are limited to six (6) per month (calendar or statement cycle) by check, electronic check, draft, debit card, Point of Sale (POS), bill pay or other payment order to a 3rd party as well as transfers out by telephone, internet or through an automated clearing house (ACH). Refer to the Truth in Savings Disclosure of Account Terms for additional transaction limitations that apply to your account. Initiation of a transfer may create an overdraft of your account, if we choose to honor the transaction and charge your account. If you overdraw your account, you agree to pay us the overdrawn amount and any applicable fees. If your deposit account has a Ready Cash Credit Line (overdraft credit plan) attached, any overdraft will be made in accordance with that separate loan agreement.

Unless otherwise disclosed to you in writing at card issuance, the daily ATM withdrawal limit is \$100, except that for STEARNS BANK N.A. the daily limit is \$309. Unless otherwise disclosed to you in writing at card issuance, the daily point of sale transfer limit is \$500 per day, except that for STEARNS BANK N.A. the daily limit is \$1000.

Advisory Concerning Illegal Use of an Debit/ATM Card. You agree not to use your ATM or Debit Card or other access device for illegal gambling or other unlawful purposes. We may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness and may collect on any debt arising out of any illegal or unlawful transaction. Display of a payment card logo by, for example, an online merchant does not necessarily mean that the transactions are lawful in all jurisdictions in which the cardholder may be located.

Fees. Please refer to the separate fee schedule. In addition, when you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer.

Documentation. (1) Terminal transfers. You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines. (2) Preauthorized credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at the number indicated in this pamphlet or on your periodic statement to find out whether or not the deposit has been made. (3) Periodic statements. You will get a monthly statement on checking and money market accounts. If you have a savings account where preauthorized debits may occur, you will get a monthly account statement unless there are no transfers in a particular month. In any case you will get the statement at least quarterly. For savings accounts where the only possible electronic fund transfers are preauthorized credits you will get a semi-annual statement. (4) Receipt for small dollar transactions. If your debit card or ATM card transaction is \$15 or less you may not receive a receipt.

Preauthorized Payments. (1) Right to stop payment and procedure for doing so. If you have told us in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. Please refer to the separate fee schedule for the stop payment fee. (2) Notice of varying amounts. If these regular payments may vary in amount, we or the person you are going to pay will tell you, 10 days

before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.) (3) Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments 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. (4) Other Stop Payment Information. You may not place a stop payment order on an ATM withdrawal, debit card transaction or Point of Sale (POS) purchase. For one time arrangements to pay bills electronically, which may include authorizing a merchant to use information from your check to make an electronic payment, you may be able to stop payment if we receive your stop payment order in enough time to act on it before the payment has been processed.

Consumer Liability. Tell us AT ONCE if you believe your Debit/ATM card (or PIN) or PASSWORD has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days, you can lose no more than \$50 if someone used your card or code without your permission. Additional Limit on Liability for Visa-branded Debit/ATM card: Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen card. This additional limit does not apply to ATM machine transactions or to transactions using your PIN or PASSWORD that are not processed by VISA or to commercial cards.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Right to Bring Civil Action (Minnesota). You may bring civil action against any person violating the consumer privacy and unauthorized withdrawal provisions of the Minnesota Electronic Funds Transfer Facilities Act and may recover, in addition to actual damages or \$500, whichever is greater, punitive damages together with the court costs and reasonable attorney's fees.

Contact in Event of Unauthorized Transfer. If you believe your card (or PIN) code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write to your STEARNS BANK N.A. location listed below. You should also call the number or write to the address listed in this pamphlet if you believe a transfer has been made using the information from your check without your permission.

Financial Institution's Liability. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance: (1) if, through no fault of ours, you do not have enough money in your account to make the transfer. (2) If the transfer would go over the credit limit on your overdraft line. (3) If the automated teller machine where you are making the transfer does not have enough cash. (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer. (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken. (6) There may be other exceptions stated in our agreement with you.

Error Resolution Procedures. In case of errors or questions about your electronic transfers, telephone or write to your Stearns Bank N.A. location at the phone number or address listed at the end of this Electronic Funds Transfer Disclosure as soon as you can. Also contact your Stearns Bank N.A. location if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. (1) Tell us your name and account number (if any). (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. (3) Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly (5 business days for Debit/ATM card POS transactions and 20 business days if the transfer involved a new account). If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. (90 calendar days if the transfer involved a new account, a POS transaction or a foreign transfer). If we decide to do this, we will credit your account within 10 business days (5 business days Debit/ATM card POS transactions) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered new for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account was opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Time Needed to Complete Terminal Transaction. Transaction made at a terminal will normally be completed and charged to your account the same business day.

Business Days. For purposes of these disclosures, our business days are Monday through Friday. Saturdays, Sundays and holidays are not included.

Confidentiality. We will disclose information to third parties about your account or the transfers you make: (i) Where it is necessary for completing transfers, or (ii) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or (iii) In order to comply with government agency or court orders, (iv) If you give us your written permission, or (v) as described in our Privacy Policy.

Amendment and Termination. We may amend this agreement upon giving you such notice as may be required by law. You may terminate any electronic funds transfer arrangement by written notice to us. We may terminate any electronic funds transfer arrangement or transaction at any time by written notice to you. Termination shall not affect the rights and obligations of the parties for transactions that occurred before termination.

31(a). Stearns Bank N.A. Contact Information.

Stearns Bank N.A.
St. Cloud: 4191 2nd St So, St. Cloud, MN 56301
(320) 253-6607 or 1-800-320-7262

Albany: PO Box 190, Albany, MN 56307
(320) 845-2151 or 1-800-685-7262

Pine City: 600 Hillside Ave SW, Pine City, MN 55063
(320) 629-6713 or 1-888-258-7713

North Branch: 38877 10th Ave, North Branch, MN 55056
(651) 277-2265 or 1-888-258-7713

Scottsdale-Shea: 9225 E Shea Blvd, Scottsdale, AZ 85260
(480) 314-4200

Scottsdale-Airpark: 7555 E Redfield Rd, Scottsdale, AZ 85260
(480) 556-6200

Deer Valley: 20565 N 19th Ave, Phoenix, AZ 85027
(623) 516-4400

Peoria: 7655 W Thunderbird Rd, Peoria, AZ 85381
(623) 643-0800

St. Petersburg: 7555 Dr. MLK Jr St No, St. Petersburg, FL, 33702
(727) 521-1000

Sarasota: 22 So Links Avenue, Suite 100, Sarasota, FL, 34236
(941) 929-9000

Venice: 201 Center Rd, Venice, FL 34285
(941) 497-6600

Atlanta: 2410 Paces Ferry Rd, Ste 190, Atlanta, GA 30339
(770) 863-9225

Stearns Bank Holdingford NA
PO Box 9, Holdingford, MN 56340
(320) 746-2261

Stearns Bank Upsala NA
PO Box 130, Upsala, MN 56384
(320) 573-2111

32. Authorization and Acceptance of Agreement. I/We understand that I/we are the only individual(s) authorized to use Internet Banking and that use of the Internet Banking signifies agreement to the terms and conditions set forth in this Online Banking Agreement furnished to me/us.

By checking the 'Agree' box I/We agree to the terms and conditions outlined. I/We also consent to accepting the Online Banking Agreement and the Electronic Funds Transfer Disclosure electronically. When notified regarding a change to the Agreement, I/We agree to be responsible for reviewing a copy of the revised Agreement by obtaining a copy from Stearns Bank's Online Banking Internet site. I/We understand that a copy will be provided in printed form by contacting the BANK using the address and telephone number listed at the top of the agreement.