

This agreement states the terms and conditions that apply when you use the Stone Bank Internet Banking Service. These terms and conditions are in addition to those that apply to any accounts you have with us or any other services you obtain from us. You must also follow all our instructions and procedures applicable to the services covered by this agreement.

"You" and "your" mean each person who establishes an Internet Banking Customer Account with us or who uses or is authorized to use an Internet Banking Identification Code (Logon ID) and password or other means of access you establish. The term "Internet Banking" means our On-line Banking and Bill Payment Services that you access over the Internet by use of a personal computer and modem and/or other means we authorize or allow. On-line Banking allows you to make payments, transfer funds, access accounts, obtain information, and perform other transactions. Bill Payment allows you to initiate a payment from your designated Stone Bank checking account to payees, which you have authorized in advance.

#### **Internet Banking Logon ID and Password**

To access our Internet Banking Service, you must use the logon ID and/or other means of access you provide us for your Internet Banking Customer Account, together with a password. It is your responsibility to safeguard the logon ID and password you provide. Anyone to whom you give your Internet Banking logon ID and password, or other means of access will have full access to your accounts even if you attempt to limit that person's authority.

#### **Internet Account Owner Information**

You must be the owner of the account. You may not designate any account that requires more than one signature for withdrawals.

#### **Internet Banking Transactions**

You, or someone you have authorized by giving them your Internet Banking Logon ID and password or other means of access (even if that person exceeds your authority), can instruct us to perform the following transactions:

- Make Transfers between your qualifying accounts to the extent authorized;
- Obtain information that we make available about your qualifying accounts; and
- Obtain other services or perform other transactions that we authorize.

Stone Bank is not responsible if you share your password or account information with others.

#### **Security**

All of your transactions occur utilizing at least 128-bit encryption.

#### **Limits on Internet Banking Transactions**

You must have enough money or credit in any account from which you instruct us to make a payment or transfer. If any of your qualifying accounts are savings accounts, certain types of withdrawals from those accounts, including payments and transfers, are limited to a total of no more than six (6) in any specific period. The specified period for savings accounts is the monthly statement period. The kinds of withdrawals covered by this limitation are those made by means of preauthorized or automatic transfers and payments or telephone agreement. A total of only three (3) of these withdrawals may be made by check, draft, debit card, or similar order payable to third parties. You also agree to the terms and conditions of your deposit account that you received when you opened your deposit account.

#### **Our Liability for Failure to Complete Payments or Transfers**

If we do not complete a payment or transfer 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 exceptions. We will NOT be liable for instance:

1. If, through no fault of ours, you do not have enough available money in the account from which a payment or transfer is to be made; if the account has been closed or is not in good standing; if we reverse a payment or transfer because of insufficient funds; or if any payment or transfer would go over the credit limit of any account.
2. If your equipment or ours was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction.
3. If you have not given us complete, correct, or current account numbers or other identifying information so that we can properly credit your account or otherwise complete the transaction, or if you do not properly follow our instructions, or if you provide us with wrong or inaccurate information, or fail to correct or tell us about any inaccuracy of which you were aware.
4. If you do not instruct us soon enough for your payment or transfer to be received and credited by the time it's due.
5. If the money in the account from which a payment or transfer is to be made is subject to legal process or other claims that restrict the transaction, or if circumstances or persons beyond our control, prevent, delay, intercept or alter the transaction, despite reasonable precautions that we have taken.
6. If the failure was caused by an act of God, fire, or other catastrophe, or by an electrical or computer failure or by other causes beyond our control, or if we have a reason to believe that the transaction requested is unauthorized.
7. For incidental or consequential damages.

#### **Your Liability and Indemnity**

You warrant that you will perform your obligations under this Agreement consistent with all applicable Bank rules and regulations and that all information that you provide us is accurate, timely, and has been authorized by you, and in the event that you breach any foregoing warranties, you agree to indemnify Stone Bank against any loss, liability, or expense. You agree to hold Stone Bank harmless for all acts of employees or persons who you grant access to or

who gain access to your Internet banking account. You consent, by execution of this agreement, to disclosure of your customer information to those that gain access to your accounts.

#### **Business Days**

Our Internet Banking service is generally available 24 hours a day, 7 days a week. However, we only process transactions and update information on business days. Our business days are Monday through Friday. Transfers made after 4:00 p.m. on Monday through Friday, will be processed on the next business day. Holidays are not included.

#### **Statements**

Your Internet Banking payments and transfers will be indicated on the monthly or quarterly statements we provide. You agree to notify us promptly if you change your address or if you believe there are any errors or unauthorized transactions on any statement information.

#### **Charge for Transactions**

You agree to be charged for any applicable Internet Banking fees as listed: A. On-line Banking has no monthly service charge. B. Bill Payment monthly fee is \$5.00 for up to 10 transactions plus \$.40 per transaction over 10. We reserve the right to change our fee schedule from time to time and your account will be charged in accordance with the new fee schedule after giving you proper notification. All Bill Payment fees will be assessed to your designated Stone Bank checking account

#### **Unauthorized Transactions or Loss or Theft of Your Internet Banking Logon ID or Password**

If you believe your Internet Banking Logon ID or password or other means of access have been lost or stolen or that someone has used them without your authorization, call us immediately at (218) 732-3393 during normal business hours, or write to us at Stone Bank, PO Box 231, Park Rapids, MN 56470. Immediately contacting us by phone is the best way of reducing your possible losses.

If you notify us of a loss, your liability for unauthorized transactions or payments will be as follows:

- If you contact us with two business days of the loss or your discovery of the loss, you can lose no more than \$50.00 if someone used your Internet Banking Logon ID and password without your permission.
- If someone else used your Internet Banking Logon ID and password without your permission, you could lose as much as \$500 if you do not contact us within two business days after you learn of the loss and we can prove that we could have prevented the loss if you had contacted us.
- Also, if your statement shows transfers or payments that you did not make, notify us at once. If you do not notify us within sixty (60) days after the first statement showing such a transfer was mailed to you, you may not get back any funds lost after the 60 days, if we can prove your contacting us would have prevented those losses.

If you have given someone your Internet Banking Logon ID and password or other means of access and want to terminate that person's authority, you must change your logon ID and password, or other means of access, to prevent further access by such a person.

#### **Bill Payment Services**

If you enroll for Bill Payment, you can arrange for the payment of your current, future, and recurring bills from a designated Stone Bank checking account. The minimum amount in which a payment may be sent is \$5.00. The maximum amount \$4,000.00. You can pay any merchant or individual approved through Bill Payment except federal, state, and local tax agencies.

When Bill Payment receives payment instructions, payments will be remitted on your behalf from the funds in your designated Stone Bank checking account. Payments, and changes or cancellations of payments must be entered by 2:00 p.m. (Central Time) to be received by us on the same day. Any payments made with Bill Payment require sufficient time to be processed. YOU MUST SCHEDULE THE PAYMENT AT LEAST SEVEN TO TEN (7 TO 10) FULL BUSINESS DAYS PRIOR TO THE DATE THE PAYMENT IS DUE AT YOUR PAYEE. Stone Bank shall not be responsible for any charges imposed or any other action taken by a payee resulting from a payment that you have not scheduled properly, including any applicable finance charges and late fees.

If there are insufficient funds in your designated Stone Bank checking account on the payment date, we may either refuse to pay the item or may make the payment and thereby overdraw the account. If your payment request is not honored because of insufficient funds in your designated Stone Bank checking account, no additional payments will be initiated from Bill Payment until your designated account is properly funded and dishonored items have been cleared. You are responsible for any loss or penalty that may occur due to a lack of sufficient funds and other conditions that may prevent the withdrawal of funds from your account.

#### **Other General Terms**

The first time you access Stone Bank's Internet Banking Service will confirm your agreement to be bound by all the terms and conditions of this Internet Banking Agreement and Disclosure Statement.

You may terminate your Internet Banking Agreement at any time upon giving Stone Bank written notice of the termination. If you terminate, you authorize us to continue making transfers and bill payments you have previously authorized until we have had a reasonable opportunity to act upon your termination notice. Once we have acted upon your termination notice, we will make no further transfers or payments from your Internet Banking Account. If we terminate the use of your Internet Banking Account, we reserve the right to make no further transfers or payments from your account including any transactions you have previously authorized.