

## **Pine Country Bank**

### **Terms & Conditions**

Thank you for your interest in Pine Country Bank Electronic Banking services. Our primary goal is to provide quality products and services to accommodate our customers. Please carefully review the following disclosure information and click "I agree" to proceed to the application page.

THIS AGREEMENT CONTAINS IMPORTANT INFORMATION REGARDING [MOBILE BANKING](#) and [MOBILE DEPOSIT](#) ACCESSING OR REQUESTING ACCOUNT INFORMATION, PERFORMING MOBILE INQUIRIES OR TRANSACTIONS, OR INITIATING BILL PAYMENTS THROUGH THESE SERVICES CONSTITUTES AND SHALL BE DEEMED TO BE ACCEPTANCE OF THE TERMS AND CONDITIONS IN THIS AGREEMENT APPLICABLE TO THE SERVICE(S) USED.

We may amend this Agreement at any time. Notice will be sent to you at your current address in our files, through electronic means if you have previously consented, or through other means of electronic presentment when accessing these services. Amendments will be effective upon the date indicated in the notice. This agreement will be governed by the laws of the State of Minnesota

Please contact a Pine Country Bank representative with any questions.

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The following provisions apply to all products and services outlined in this agreement unless otherwise expressly stated.

#### **1. HARDWARE / SOFTWARE REQUIREMENTS**

Virus Protection – The Bank is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy your programs, files and your hardware.

In general, the bank supports the current and prior major releases of Chrome, Firefox, Internet Explorer and Safari (on a rolling basis). We highly recommend that you use one of these supported browsers:

- Google Chrome: Google Chrome automatically updates so that you're always using the latest version. You can download Google Chrome at <http://www.google.com/chrome>.
- Firefox: You can download Firefox at <http://www.mozilla.com/en-US/firefox>.
- Internet Explorer: You can download Internet Explorer at <http://www.microsoft.com/windows/downloads/ie/getitnow.mspx>.
- Safari: You can download Safari at <http://www.apple.com/safari/download>.

We test our programs to make sure they support current releases of Windows, IOS, and Android. Access to legacy versions of these operating systems may be limited. Pine Country Bank does not guarantee that your Electronic Device will be compatible with our OnLine Banking products. You are responsible for understanding the operation and maintenance of your electronic device.

To use Online Banking Services (including Bill Payment) you'll need:

- Internet access
- A modem (56 kbps or higher recommended) or broadband connection
- A browser that supports 128-bit strong encryption, such as Microsoft® Internet Explorer, Firefox, Chrome, Safari, or any other commercially reasonable internet browser readily used by consumers.

To use Mobile Banking Services, you'll need:

- SMS Message Capabilities (Text Banking)
- IOS or Android Operating System that supports Applications (Apps)

Pine Country Bank does not guarantee that your mobile phone / tablet / mobile service plan will be compatible with our Mobile Banking products. You are responsible for understanding the operation and maintenance of your mobile device. The Bank is not responsible for any errors or operational problems related to your mobile device, provider, or web access; nor is the Bank responsible for any fees charged by your telephone company, internet service provider, or any outside party.

## **2. ELECTRONIC FUNDS TRANSFER REGULATIONS FOR CONSUMERS**

The following disclosure, liability, and error resolution procedures apply to all services and product agreements contained within this document. Please refer to your Electronic Funds Transfer Disclosure that was provided to you at the time your account was established. A copy of your Electronic Funds Transfer Disclosure can be made available to you upon request. Terms and conditions for each specific service which may differ from those contained in your initial disclosure, such as liability, limitations and fees, are detailed in the agreement language for that specific service. Acceptance of the terms and conditions with each newly contracted service constitutes receipt of this Electronic Funds Transfer disclosure.

### **Errors and Adjustments:**

We agree to correct any error made in crediting or debiting any account by making the appropriate adjustments to your account balance. You agree to repay promptly any amount credited to your account in error, and you authorize us to initiate a debit transfer to any account to obtain payment of any erroneous credit.

### **Error Resolution Notice/Your Liability:**

You may notify the Bank by telephone, writing, or by email. Notification by general e-mail to report an unauthorized transaction is not secure and therefore not advised.

In case of Errors or Questions about Your Electronic Transfers, telephone us at (320) 584-5522 as soon as possible, 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 sixty (60) days after we sent the FIRST statement on which the problem or error appeared. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the 60 days if we can prove that we could have stopped someone from taking the money had you told us in time. Extenuating circumstances, such as a hospital stay or a long trip, will be considered if we determine it prevented timely notification.

If you tell us within (2) two business days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account(s) without your permission. If you do not tell us within two (2) business days after you learn of such loss or theft, and we can prove that we could have prevented to unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00.

•Tell us your name and account number (if any).

•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.

- 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. Written notification must be directed to Pine Country Bank, PO Box 25, Royalton MN 56373.

You may choose to communicate with Pine Country Bank using electronic mail. However, be advised that email transmissions are not secure. We strongly discourage you from sending confidential account information to Pine Country Bank via email. Pine Country Bank is not responsible for any error or problems of any kind involving your email. At no time will any Pine Country Bank employee ask for confidential information over email or SMS messaging.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days 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 ten (10) business days, we may not credit your account.

We will tell you the results within three (3) 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.

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## **MOBILE MONEY SERVICE DISCLOSURE AND AGREEMENT**

The Mobile Money Agreement and Disclosure states the terms and conditions that you agree to by using our Mobile Money service. This agreement supplements the Pine Country Bank Deposit Account Agreement and Disclosures, Internet Banking Agreement and Disclosures and any other agreement between you and Pine Country Bank.

The terms "you" and "your" refer to any person subscribing to the Mobile Money service. The terms "We", "us", "our", and "Bank" refer to Pine Country Bank. The term Mobile Money refers to our service that allows you to access your Pine Country Bank accounts and perform transactions via your mobile phone with web browsing/internet capabilities.

Please read this entire Agreement prior to using Pine Country Bank's Mobile Money Service. By using Mobile Money, you acknowledge your receipt and understanding of this disclosure and agree to all terms and conditions of this agreement.

### **1. Account Eligibility and Enrollment**

Mobile Money is available to any persons who have subscribed to Pine Country Bank's Online Banking Service.

Enrollment will be completed by logging in to. From there you will select Mobile Money from the Options drop down menu and complete enrollment.

### **2. Available Services**

With Mobile Money you can instantly access your Checking, Savings, and Loan accounts, and;

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1. Check your balances
2. Review current business day transactions
3. Review transaction history since your last statement
4. Transfer funds

### **3. Logging in to Mobile Money**

You are responsible for keeping your access ID, Mobile Money PIN number and text messages private. Anyone to whom you give your access ID, Mobile Money PIN number and access to your text messages will have access to your accounts. You are also responsible for ensuring that your mobile phone is secure and that Mobile Money Sessions are not left unattended. You are liable for all transactions that you or anyone to whom you reveal your access ID, Mobile Money PIN number and text message (one time password) performs. If you think that your access ID, Mobile Money PIN number or text messages have been lost, stolen or compromised, immediately notify us at any of our convenient locations.

### **4. Limits on Mobile Money Transactions**

Transactions conducted via Mobile Money are subject to all withdrawal and transfer limitations and excess activity charges described in the Pine Country Bank Deposit Account Agreements and Disclosures.

### **5. Limitations on Frequency of Transfers**

Transfers from a money market deposit account to another account or to third parties by preauthorized, automatic, Mobile Money, online banking or telephone transfers are limited to six per month. Preauthorized transfers from a money market account, through an automated clearing house (ACH) or otherwise, telephone transfers, Mobile Money, and wire transfers are limited to six per month.

### **6. Hours of Accessibility**

In general, Mobile Money is accessible 24-hours per day, seven days a week; however, Pine Country Bank does not guarantee that Mobile Money will be available at all times. Occasionally, due to system maintenance or reasons beyond our control, the Mobile Money service may be unavailable.

Transactions are processed on business days only. Every day is a business day except Saturdays, Sundays, and Federal Holidays. A transfer initiated before 4:00 p.m. CST on a business day is posted to your account the same day. A transfer completed after 4:00 p.m. CST on a business day or on a non-banking day, as specified above, will be posted on the next business day.

### **7. Termination of Account Access**

We reserve the right to terminate the Mobile Money Service, in whole or in part, at anytime 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 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 Access ID or Mobile Money 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.

## **8. Equipment and Software**

Pine Country Bank does not guarantee that your mobile phone/mobile phone service plan will be compatible with our Mobile Money service. Our participating carriers include, but are not limited to, AT&T, SprintPCS, T-Mobile, US Cellular, Verizon Wireless, and MetroPCS. You are responsible for understanding the operation and maintenance of your mobile phone. Pine Country Bank is not responsible for any errors or problems related to your mobile phone, mobile provider, or mobile internet access. Nor are we responsible for any fees assessed by your telephone company, internet service provider, or any other outside party.

Mobile phones with internet capabilities are susceptible to viruses. Customers are responsible for making sure that the mobile phone they are using to access Mobile Money is protected from and free of viruses, worms, Trojan horses, or other similar harmful components (collectively, referred to as "viruses"), which could result in damage to programs, files, and/or your phone or could result in information being intercepted by a third party. Pine Country Bank will not be responsible or liable for any indirect, incidental, special or consequential damages that may result from such harmful components being present on the mobile, nor will Pine Country Bank be responsible or liable if sensitive information accessed via our Mobile Money service is intercepted by a third party due to any of the above named "viruses" residing or being contracted by the customer's mobile phone at any point or from any source.

We are not responsible for errors or delays or your inability to access the service 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.

## **9. Electronic Mail (email)**

You may choose to communicate with Pine Country Bank using electronic mail. However, be advised that email transmissions are not secure. We strongly discourage you from sending confidential account information to Pine Country Bank via email. Pine Country Bank is not responsible for any error or problems of any kind involving your email. At no time will any Pine Country Bank employee ask for confidential information over email or SMS messaging.

## **10. New Services**

Pine Country Bank may periodically introduce new Mobile Money services. By using the new services when they become available, you agree to be bound by the terms and conditions concerning these services.

## **11. Fees**

There is not a fee for using the basic Mobile Money Service at Pine Country Bank; however, all other fees associated with your accounts apply including fees for services that you access while using Mobile Money. Standard text messaging rates and other taxes and additional fees from your mobile phone service provider may apply when using Mobile Money. Check with your specific mobile phone service provider for more information on fees.

## **12. Contacting Pine Country Bank**

To notify Pine Country Bank, call us at any of our convenient locations during regular business hours of 8:00 a.m. – 5:00 p.m. CST. You may also write us at the following address: P.O. Box 25, Royalton, MN 56373.

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## **Mobile Remote Deposit Capture User Agreement**

This Mobile Check Deposit User Agreement ("Agreement") contains the terms and conditions for the use of Pine Country Bank Mobile Check Deposit and/or other remote deposit capture services that Pine Country Bank or its affiliates ("Pine Country Bank", "us," or "we") may provide to you ("you," or "User"). Other agreements you have entered into with Pine Country Bank, including the Deposit Account Agreement or any other electronic banking services agreement, as applicable to your Pine Country Bank account(s), are incorporated by reference and made a part of this Agreement.

### **1. Services:**

The mobile remote deposit capture services ("Services") are designed to allow you to make deposits to your checking, savings, or money market savings accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to Pine Country Bank or Pine Country Bank's designated processor.

### **2. Acceptance of these Terms:**

Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail, text message, or on our website(s) by providing a link to the revised Agreement or by an online secure message. You will be prompted to accept or reject any material change to this Agreement the next time you use the Service after Pine Country Bank has made the change. Your acceptance of the revised terms and conditions along with the continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, Pine Country Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

### **3. Limitations of Service:**

When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website or send you a text message to notify you of these interruptions in Service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

### **4. Hardware and Software:**

In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by Pine Country Bank from time to time. See Pine Country Bank.com for current hardware and software specifications. Pine Country Bank is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

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## **5. Fees:**

A fee will be charged for the Service. You are responsible for paying the fees for the use of the Service. Any fee that is charged will be disclosed prior to your deposit, and will be posted during the statement cycle to the account that received the deposit. Current fees are listed on our Miscellaneous Fee Schedule, which is available from any bank employee upon request. Pine Country Bank may change the fees for use of the Service at any time pursuant to the section titled "Acceptance of these Terms" above. You authorize Pine Country Bank to deduct any such fees from any Pine Country Bank account in your name.

## **6. Eligible items:**

You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to Pine Country Bank is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into
- Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by Pine Country Bank's current procedures relating to the Services or which are otherwise not acceptable under the terms of your Pine Country Bank account.
- Checks payable on sight or payable through Drafts, as defined in Reg. CC.
- Checks with any endorsement on the back other than that specified in this agreement.
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.
- Checks or items that are drawn or otherwise issued by the U.S. Treasury Department

## **7. Endorsements and Procedures:**

You agree to restrictively endorse any item transmitted through the Services as "For Mobile Deposit Only" or as otherwise instructed by Pine Country Bank. You agree to follow any and all other procedures and instructions for use of the Services as Pine Country Bank may establish from time to time.

## **8. Receipt of Items:**

We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from Pine Country Bank that we have

received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

#### **9. Availability of Funds:**

You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 4:00 p.m. Central Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Services will generally be made available the first business day following the day of deposit. Pine Country Bank may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as Pine Country Bank, in its sole discretion, deems relevant.

#### **10. Disposal of Transmitted Items:**

Upon your receipt of a confirmation from Pine Country Bank that we have received an image that you have transmitted, You agree to retain the check for 30 calendar days from the date of the image transmission. After 30 days, You agree to destroy the check that you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. You agree to take steps to safeguard the check and protect it from being used for a purpose other than intended. During the time the retained check is available, you agree to promptly provide it to Pine Country Bank upon request.

#### **11. Deposit Limits:**

We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. The current daily dollar limit is \$5,000.00 per business day. There is no daily or monthly statement cycle limit on the number of items, as long as the respective dollar limits are not exceeded. Daily and monthly deposit limits may vary for users of other services, such as to Pine Country Bank OnSite Deposit and Pine Country Bank Merchant Services.

#### **12. Presentment:**

The manner in which the items are cleared, presented for payment, and collected shall be in Pine Country Bank's sole discretion subject to the Bank Services Agreement or Commercial Bank Services Agreement governing your account.

#### **13. Errors:**

You agree to notify Pine Country Bank of any suspected errors regarding items deposited through the Services right away, and in no event later than 30 days after the applicable Pine Country Bank account statement is sent. Unless you notify Pine Country Bank within 30 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against Pine Country Bank for such alleged error.

#### **14. Errors in Transmission:**

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By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. Pine Country Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

#### **15. Image Quality:**

The image of an item transmitted to Pine Country Bank using the Services must be legible, as determined in the sole discretion of Pine Country Bank. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by Pine Country Bank, ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

#### **16. User Warranties and Indemnification:**

You warrant to Pine Country Bank that:

- a. You will only transmit eligible items.
- b. You will not transmit duplicate items.
- c. You will not re-deposit or re-present the original item.
- d. All information you provide to Pine Country Bank is accurate and true.
- e. You will comply with this Agreement and all applicable rules, laws and regulations.
- f. You are not aware of any factor which may impair the collectability of the item.

You agree to indemnify and hold harmless Pine Country Bank from any loss for breach of this warranty provision.

#### **17. Cooperation with Investigations:**

You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

#### **18. Termination:**

We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your Bank Services Agreement, Commercial Bank Services Agreement or any other agreement with us.

#### **19. Enforceability:**

We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

#### **20. 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 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 NONINFRINGEMENT. WE 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 SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

**21. LIMITATION OF LIABILITY:**

YOU AGREE THAT WE 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 RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF Pine Country Bank HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.