

# FIRST RESOURCE BANK

## COMMERCIAL ONLINE BANKING AGREEMENT

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## **INTRODUCTION**

This Agreement is a contract for Online Banking provided by First Resource Bank, (“the bank”) to you. Please read this Agreement carefully. By enrolling into Online Banking, you are agreeing to the terms of this Agreement electronically.

## **Definitions**

- “Account” – each First Resource Bank product you have with us which is accessible through Online Banking.
- “Website” – refers to the First Resource Bank website and web pages accessible through [www.myfrbank.com](http://www.myfrbank.com).
- “Authorized representative” – a person with authority of any kind with respect to an Account.
- “Include” and “including” – when used at the beginning of a list, indicated that the list contains examples – the list is not exclusive and the items in the list are intended only as illustrations. They are not the only possible items that could appear in the list.
- Online Banking is the Internet-based service providing access to your account(s) under the terms set forth in this Internet Banking Terms and Conditions Agreement.
- Password is a series of numbers, letters and special characters that you select after the initial sign-on that establishes your connection to Online Banking.
- Business Day refers to Monday through Friday, 8:30 a.m. to 5:00 p.m. CST, excluding holidays as determined by First Resource Bank. All Online transaction requests received after the Business Day, or on a non-Business Day, will be processed immediately, but will not post to accounts until the following Business Day after checks processed during nightly processing.
- Time of Day refers to Central Standard Time.
- We, Us, Our, or First Resource Bank, refer to First Resource Bank, which offers Online Banking provided under this Agreement and holds the accounts accessed by Online Banking.

## **AGREEMENT**

Online Banking is subject to this Agreement including account information reporting, electronic funds transfer services, account maintenance services, and other online products and services that may be offered in the future (“Online Banking”).

This Agreement describes your rights and obligations as a user of Online Banking. It also describes the rights and obligations of First Resource Bank. Please read this Agreement carefully. As an authorized account holder you must abide by the terms and conditions of this agreement, and those provided to you at account opening, in order to use Online Banking.

By selecting the “AGREE” button below, you are (1) acknowledging your receipt of the information listed below, (2) agreeing that any contract you enter into with First Resource Bank for the provision of certain Online Banking services, may be in electronic form, and (3) agreeing that certain information that may be delivered in connection with Online Banking may also be in electronic form.

You are also acknowledging receipt of the following information and agree that:

We may provide you with this Agreement and any revisions and amendments thereto in electronic form, and that, if you choose to accept the Agreement, you are consenting to enter into and are into an agreement electronically that will govern all future transactions you conduct using Online Banking.

We may provide you revisions and amendments to this Agreement and such other information, (including but not limited to information under Regulation E and under other applicable banking or financial services laws or regulations in connection with the Online Banking), electronically as a part of the Agreement or otherwise as a part of Online Banking. While you may print and retain a copy of the Agreement or any information provided to you in relation to the Online Banking, we only provide these documents electronically.

You have a right at any time to withdraw, without service charges, your consent to receive information electronically. However, because the Agreement and the information are provided only in electronic format, your withdrawal of consent will terminate all Online Banking services.

If you wish to withdraw consent to receive information electronically, to terminate Online Banking, or to update your information such as a change of address, or email address, you may send a letter to:

First Resource Bank  
Deposit Operations  
7449 Village Drive  
Lino Lakes, MN 55014

Or calling us at: 800-840-2144

Or e-mailing us at: [internetsupport@myfrbank.com](mailto:internetsupport@myfrbank.com)

The terms and conditions in this Agreement are in addition to any deposit account agreements you have with the bank, including signature cards, account terms and conditions, schedules, disclosures, and change of terms notices (the “Deposit Agreements”). The terms and conditions in this Agreement are also in addition to any loan or credit agreements you have with the bank, including documents containing terms and conditions, schedules, and disclosures (the “Loan Agreements”). Further, the terms and conditions in this Agreement are in addition to the terms and conditions of separate agreements, disclaimers, and terms and conditions posted on the bank’s web site, as may be amended from time to time, and applicable laws and regulations.

### **Hours of Operation**

Online Banking is generally available 24 hours a day, 7 days a week, except during special maintenance and upgrade periods. All transaction requests initiated through the Online Banking and received after 5:00 p.m. (Central Standard Time) Monday through Friday will be processed the next business day.

## **ACCESS/SECURITY**

To use Online Banking, you will need your own computer and related equipment and a compliant web browser that supports at least 128-bit encryption. You are responsible for the installation, maintenance, and operation of your computer. The bank is not responsible for any errors or failures from any malfunction of your computer and the bank is not responsible for any computer virus or related problems that may be associated with the use of your computer.

Online Banking is a service provided solely for use by our clients. During enrollment you will need to create an Access ID and password to gain access to your accounts using Online Banking. You should protect your password at all times and change it on a regular basis. You agree to keep the password safe and to not record, disclose or make the password available to anyone. Anyone who has access to your password will have full access to your accounts and the services you can perform using Online Banking. You have no ability to limit any such person's authority. If anyone uses your password with your permission (an "Authorized User"), you will be responsible for any transactions performed by that person.

The safety of our customers' accounts and account information is of paramount importance to First Resource Bank. We go through great lengths to protect confidentiality and the security of your account, and urge you to do the same. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized entry and access to your account. Your password is intended to provide security against unauthorized entry and access to your accounts. Data transferred via Online Banking is encrypted in an effort to provide transmission security and Online Banking utilizes identification technology to verify that the sender and receiver of Online Banking transmissions can be appropriately identified by each other. Notwithstanding the bank's efforts to ensure that Online Banking is secure, you acknowledge that the Internet is inherently unsecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. The bank cannot and does not warrant that all data transfers utilizing Online Banking or e-mail transmitted to and from the bank will not be monitored or read by others. While First Resource Bank continues to provide our customers with the level of online security we believe necessary and appropriate, customers who share their Access IDs and Passwords are giving up the full benefit of our security measures and legal protections to which they may be entitled. No First Resource Bank representative will ever call and ask for your Access ID or Password. The bank may, in its sole discretion, deny Online Banking account access or restrict Online Banking account transactions.

You will use an Access ID and password to access your accounts through Online Banking. We may also require additional security procedures to initiate certain transactions; these security procedures may require special hardware, software or a third-party service. You may also be required to use or activate specific Internet browser software features, plug-ins and add-ons, such as JavaScript support and "cookies", in order to utilize Online Banking.

### **Access ID's**

Requirements for creating your Access ID:

- must be a minimum of 8 - 17 characters
- can be any combination of letters or numbers
- no special characters or spaces
- Access ID's are case sensitive

### **Password**

You determine what password you will use; the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. For your security minimum password requirements have been established.

All passwords must be at least 9-17 characters in length with a minimum of:

- 1 Upper Case
- 1 Lower Case
- 1 numeric
- 1 special character

You will be automatically prompted to change your password every 90 days.

For security purposes, it is recommended that you memorize the password and do not write it down. You are responsible for keeping your password confidential. Passwords can be changed in Online Banking or call First Resource Bank at 800-840-2144 to request a password reset.

### **Lost or Stolen Passwords**

If you believe that your password may have been lost or stolen, or that someone has viewed, downloaded, or deleted electronic records or transferred money from your Account without your permission, or if you suspect any fraudulent activity on your Account, you agree to immediately notify Deposit Operations at 800-840-2144 from 8:30 a.m. to 5:30 p.m. Monday through Friday. Calling us is the best way of minimizing your potential losses; however, you may write to us at the address provided under the Contact Information section of this Agreement.

If you believe your Password has been lost or stolen and you notify us within two Business Days after you learn of the loss or theft, you can lose no more than \$50.00 if someone uses your Password to conduct unauthorized electronic funds transfers without your permission. If you do NOT notify us within two (2) Business Days after you learn of the loss or theft of your Password, and we can prove we could have stopped someone from using your Password to conduct unauthorized electronic funds transfers without your permission if you had told us, you could lose as much as \$500.00. The limitations on your liability described in this paragraph do not apply to business accounts.

### **Electronic Fund Transfer Provisions**

Some of the transactions permitted through Online Banking may be governed by the Electronic Funds Transfer Act (the "EFTA"), and some of the terms and conditions of this Agreement are disclosures required by the EFTA. Business account holders are not covered by the EFTA and therefore certain provisions will not be applied to business accounts.

### **Your Responsibility:**

You are responsible for all transfers and bill payments you authorized using Online Banking. If you permit other persons to use Online Banking or security codes, you are responsible for any transactions those persons authorize from deposit and credit accounts. You should notify the bank immediately if you believe any of your accounts have been accessed or your password has been used without your permission. Contacting the bank immediately will help you reduce your potential losses.

You can lose no more than \$50 if you notify the bank within two (2) business days of discovering any unauthorized use of Online Banking or your password. However, you can lose as much as \$500 if you do not notify the bank within two (2) business days of discovering the unauthorized use and the bank can prove that it could have prevented the unauthorized use had it been notified. The limitations on your liability described in this paragraph do not apply to business accounts.

If you do not report unauthorized transactions that appear on any of your periodic statements within sixty (60) days after such statements are mailed to you, you risk unlimited losses on transactions made after the sixty (60)-day period if the bank can show that it could have prevented the unauthorized use had it been notified within this sixty (60)-day period.

### **Security Information (Our Procedures)**

Our Online Banking utilizes a comprehensive security strategy to protect accounts and transactions conducted over the Internet. In addition to our login security which incorporates multi-factor authentication (i.e. Access ID's, passwords, plus pictures, questions, or digital security keys), we use secure socket layer ("SSL") encryption technology for everything done in Online Banking.

Your browser automatically activates this technology when it attempts to connect to our Online Banking and it will support the 128-bit key lengths. Whenever SSL is securing your communications, the browser will typically indicate the "secure session" by changing the appearance of a small padlock icon located in the address bar at the top of the screen from open to locked. Your communications are encrypted from your browser to our servers at all times, so no unauthorized party can read the information as it is carried over the Internet. Additionally, our servers have been certified by a "Certificate Authority" to assure you that you are actually talking to our servers instead of someone pretending to be us.

Data transferred through the Online Banking is encrypted in an effort to provide transmission security. Online Banking utilizes identification technology to verify that the sender and receiver of Online Banking transmissions can be appropriately identified by

each other. You agree that these procedures are a commercially reasonable method of providing security against unauthorized payment orders or other transactions and that these procedures are not for detection of errors. We reserve the right to change any process from time to time to implement new measures that are recommended in the industry to respond to new or increased threats.

### **Security Information (Your Obligations)**

You understand the importance of your role in preventing misuse of your accounts through Online Banking, and you:

- Agree to promptly examine any statement you receive or that we make available to you for each of your accounts in a timely manner;
- Agree to protect the confidentiality of your account, and expressly assume responsibility for any transaction conducted by an Authorized User or any Losses that result from the actions (or inactions) of you or an Authorized User;
- Understand that certain identification information by itself or together with information related to your account may allow unauthorized access to your accounts;
- Acknowledge that, notwithstanding our efforts to ensure that Online Banking is secure, the Internet is inherently unsecure and that transmission of electronic mail occurs openly on the Internet and can potentially be monitored and read by others;
- Understand and acknowledge that we cannot and do not warrant that email transmitted to and from us, will not be monitored or read by others;
- Understand and agree that we are not responsible for any electronic virus or viruses that you may encounter;
- Agree to routinely scan your computers and diskettes using a reliable virus detection product to detect and remove any viruses, but understand and acknowledge that there are certain viruses, malware, etc., which may not be detectable by commercially available software and agree that First Resource Bank shall have no liability for any such intrusions, except as otherwise set forth herein;
- Agree to install, maintain, update and utilize industry standard security products that are appropriate for you, including, without limitation, firewalls, anti-virus protection software, anti-spyware protection, operating services and applications with the latest patches, and a browser product that indicates the web site you are on; and
- Agree to comply with the password requirements set forth herein, as such password requirements may be changed from time to time, and to employ reasonable steps in selecting, maintaining, and protecting passwords and other codes and access devices related to Online Banking, the services and your accounts.

### **Electronic Mail (E-Mail)**

If you send us an e-mail message through Online Banking, we will be deemed to have received it on the following Business Day. E-mails will be answered within a reasonable timeframe. You should not rely on e-mail if you need to communicate with First Resource Bank immediately (e.g., if you need to report an unauthorized transaction from one of your accounts, or if you need to stop a payment that is scheduled to occur).

You agree that First Resource Bank may respond to you by e-mail with regard to any matter related to Online Banking, including responding to any claim of unauthorized electronic funds transfer that you make. Any such e-mail sent to you by First Resource Bank shall be considered received within three (3) days of the date sent by First Resource Bank, regardless of whether or not you sign on to Online Banking within that time frame.

### **ONLINE BANKING FEATURES**

In addition to viewing account information, you may use Online Banking to conduct the following transactions:

- Transfer funds between your linked checking, savings, money market, and loan accounts.
- Place stop payment orders on checks
- Bill Pay option available through CheckFree
- View up-to-the-minute account information
- View images of paid items and deposits
- Communicate with us via e-mail
- Account Alerts can be sent via e-mail or text message
- eStatements

New services may be introduced for Online Banking from time to time. First Resource Bank will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

## **Stop Payment Orders**

You may place stop payment orders on checks using Online Banking. When placing a stop payment order, you agree to indemnify us and hold us harmless for all losses incurred by us due to our refusal to pay the check. You acknowledge that, under the law, there are some situations where a check can be enforced against you even though you ordered us to stop payment. In such instances, we will not be liable to you for refusing to enforce your stop payment order. We will not have a duty to stop payment until you have given us the number, the exact amount of the item and the name of the payee. In addition, we must have had a reasonable opportunity to act on your stop payment order prior to the earlier of our payment of it or one hour after the opening of the next business day after the business day we received it. The information we require you to submit in connection with your stop payment order must be exactly correct to enable our computer Online Banking to match the payment to be stopped to your stop payment order.

A stop payment order on a check is effective for six months unless you renew the notice in writing within that time, in which case the stop payment order will be effective for an additional six month period. At our option, we may continue stop payment orders beyond these time periods unless cancelled by you. Stop payment orders received after regular banking hours or on a holiday shall be deemed received at the opening of business on the next business day.

If we pay an item despite your timely stop payment order, the following rules will apply: (a) you will have to prove to us that you have suffered a loss and, if so, the amount of the loss; (b) we will be able to enforce any rights that the original payee or any other person who held the check had against you; (c) we will not re-credit your account until you prove your loss and we are satisfied that we are required by law to do so; and (d) if we re-credit your account, you agree to sign a statement describing the dispute with the payee or other holder of the check, to transfer to us all of your rights against the payee or other holder of the check, and to assist us in legal action taken against that person. Stop payment order will be released only upon written request from the account owner who authorized the stop payment order to be placed.

If you submit a stop payment request to us, we will charge your account the fee for such service specified on our current service fee schedule, as amended from time to time.

## **Overdrafts**

When you schedule an electronic funds transfer using Online Banking, you authorize us to withdraw the necessary funds from your account with us. We deduct the amount of your funds transfer from your account on the date we process your instruction. Each instruction to us to withdraw or transfer funds from your account is an order to us to make the payment from that account at that time or on a later date, if any, indicated in the instruction. We may charge payments you instruct us to make to your account even though the charge creates an overdraft, or we may refuse to make the payments if the charge creates an overdraft. If you overdraw your account, you agree to immediately pay us the overdrawn amount, together with any applicable fees. If the account is maintained in connection with an overdraft credit plan, any overdraft will be made in accordance with the agreement or rules governing that account rather than this Agreement.

## **Notifi Alerts**

Online banking alerts allow you to set up automated alert events based on your own criteria. Alerts may be sent via e-mail, text message or online message box within Online Banking, or all three options. Alerts will be sent to the e-mail address or phone number you provide in creating the alert. Data rates may apply to alerts sent via text message.

- First Resource Bank may add or remove types of alerts from time to time.
- If you change your e-mail address you are responsible for changing this in the alerts you have already set up. You agree that alerts may be delayed or prevented for a variety of reasons.
- We do not guarantee the delivery or validity of the contents of any alert.
- You agree that we shall not be liable for any delays, delivery failure or misdirected delivery of any alert.
- You agree that we shall not be liable for any actions taken or not taken by you or anyone else in reliance of an alert.

The bank will never include your password or full account number in an e-mail alert; however, you understand that alerts may include your name and some information about your accounts.

## **Address Changes**

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is

not limited to, name, address, phone numbers and email addresses. You may notify us by:

- Online banking change of address request through the secure email service.
- In person – You will sign documentation stating your new information.
- By mail – If you mail in a request, it must be signed and notarized. If there is any question about signature authentication, you will be notified and asked to stop in person at one of our locations.
- If we receive an address change notice from the U.S. Postal Service. It is at our discretion to us this address.

## **Statements**

Your Online Banking account activity will appear on the account statements we make available to you. We will make available to you an account statement each month in which an electronic fund transfer is made to or from your account. If there are no transfers in a particular month, you will receive your account statement at least quarterly.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact First Resource Bank no later than 60 days after it sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or the transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) 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 (ninety days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days, (twenty (20) business days for new accounts) for the amount you think is in error, so that you will have the use of the money during the time it takes 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. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (3) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions.

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 request copies of the documents that were used in the investigation.

You agree that First Resource Bank may respond to you by e-mail with regard to any claim of unauthorized electronic fund transfer related to Online Banking. Any such e-mail sent to you by First Resource Bank shall be considered received within three (3) Business Days of the date sent by First Resource Bank, regardless of whether or not you sign on to Online Banking within that time frame.

## **RESPONSIBILITIES**

First Resource Bank, agrees to make reasonable efforts to ensure full performance of Online Banking. First Resource Bank will be responsible for acting only on those instructions sent through Online Banking which are actually received, and cannot assume responsibility for circumstances over which the bank has no direct control. This includes but not limited to, the failure or malfunctions in communication facilities, which may affect the accuracy or timeliness of messages you send. First Resource Bank is not responsible for any losses should you give incorrect instructions, or if your payment instructions are not given sufficiently in advance to allow for timely payment or delays in mail service.

Any information you receive from First Resource Bank is believed to be reliable. However, it can only be provided on a best- efforts basis for your convenience and is not guaranteed. First Resource Bank is not liable for any deficiencies in the accuracy, completeness, availability, or timeliness of such information or for any investment or other decision made using this information.

First Resource Bank is not responsible for any fees incurred for Internet access, or for any computer virus or related problems that may be attributable to services provided by any Internet access service provider.

You are responsible for obtaining, installing, maintaining, and operating all computer hardware and software necessary for performing Online Banking. First Resource Bank will not be responsible for any errors or failures from the malfunction or failure of



your hardware or software.

The limit of First Resource Bank liability shall be as expressly set forth herein. Under no circumstances will First Resource Bank be liable in contract, tort, or otherwise for any special, incidental, or consequential damages, whether or not foreseeable. By consenting to use Online Banking, you agree to waive any and all right to any of the aforesaid, and you acknowledge that the limit of your remedy is as otherwise expressly set forth herein.

#### **THE BANK'S RESPONSIBILITY**

We will be liable to you for damages proximately caused by our failure to make a properly requested electronic fund transfer, in accordance with the terms and conditions of this Agreement, in the correct amount or in a timely manner. Notwithstanding the foregoing, unless required by law, we will not be liable to you if:

- If you do not have adequate money to complete a transaction or if that account has been closed;
- If you do not have an adequate credit limit in a credit account to complete a transaction from that account, or if that account has been frozen or closed;
- Circumstances beyond our control (e.g., fire, flood, power outage, mail delivery delays, equipment or technical failure or breakdown) prevent the transfer or use of Internet service, despite reasonable precautions that we have taken
- There is a hold on your account, or if access to your account is blocked in accordance with banking policy
- Your funds are subject to legal process or other encumbrance restricting the transfer
- Your transfer authorization terminates by operation of law
- You believe someone has accessed your accounts without your permission and you fail to notify First Resource Bank immediately
- You have not properly followed the scheduling instructions, included in this Agreement, to make a transfer or the Payee refuses Online Banking.
- For the failure of any payee to correctly account for or credit the payment in a timely manner
- We have received incomplete or inaccurate information from you or a third party involving the account or transfer.
- For changes to the payee's address or account number (unless you have advised us of the change within three (3) business days in advance).
- We have a reasonable basis for believing that unauthorized use of your password or account has occurred or may be occurring, or if you default under this Agreement, the Deposit Account Agreement, a credit agreement, or any other agreement with us, or if we or you terminate this Agreement.
- The error results from any malfunctions of your browser, Internet service provider, computer, computer virus or other problems relating to the computer equipment you use with Online Banking, including, without limitation, your inability to access Online Banking or any part of Online Banking.
- The transfer service was not working properly and you knew about the breakdown when you started the transfer.

There may be other exceptions stated in this agreement and in other agreements with you. In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a transfer, and we will not be liable for any incidental or consequential damages.

If any of the circumstances listed above shall occur, we shall assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct incorrect transactions that have been processed.

Unless otherwise required by law, our sole responsibility for an error directly caused by us in transferring funds will be to correct the error. In no case will we be liable for any indirect, special, incidental or consequential damages in connection with or in any way related to Internet service.

#### **Your Responsibility**

You are responsible for:

- Actions that may be taken by anyone using Online Banking after signing in with your username and password. We are entitled to rely and act upon instructions received under your username and password.
- Keeping your username and password confidential and for ensuring that you have signed off from Online Banking when your session is complete to prevent unauthorized persons from using Online Banking.

You agree that you will be the only user of your username and password, that you will not transfer or disclose any of this information to any other person, and that you will be responsible for all usage of Online Banking and any fees associated with use of other

services accessed through Online Banking on your Account whether or not authorized by you. You agree to immediately notify us and report any actual or suspected unauthorized use of your username or password.

You agree to provide true, accurate, current and complete information about yourself as requested and you agree to not misrepresent your identity.

You will:

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

**Disclaimer of Warranty and Limitation of Liability:**

The bank makes no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Online Banking provided to you under this Agreement. The bank does not and cannot warrant that the Online Banking will operate without errors, or that any or all Online Banking will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that the bank and its officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any Banking or products provided under this Agreement or by reason of your use of or access to Online Banking, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of the bank and its affiliates exceed the amounts paid by you for the services provided to you through Online Banking.

Except as specifically provided in this Agreement or otherwise required by applicable law, we (and our service providers or other agents) will not be liable for:

- Any loss or liability you may incur resulting in whole or part from any failure or misuse of:
  - Your equipment, or
  - Software provided by an external company such as an Internet browser provider, an Internet access provider, an online services provider or an agent or subcontractor of any of them or
- Any direct, indirect, special or consequential, economic or other damages arising in any way out of your access to or use of, or failure to obtain access to Online Banking.

First Resource Bank does not make any representation that any content or use of Online Banking is appropriate or available for use in locations outside of the continental United States, Alaska or Hawaii.

We will not be obligated to honor, in whole or in part, any transaction or instruction which:

- Is not in accordance with any term or condition of this Agreement or Account;
- We have reason to believe may not be authorized by you or any other person whose authorization we believe is necessary or involves funds or other property subject to a hold, dispute, restriction or legal process we believe prevents the transaction or instruction; would violate:
  - Any applicable provision of any risk control program of the Federal Reserve or the Office of Thrift Supervision
  - Any applicable rule or regulation of any other federal or state regulatory authority;
- Is not in accordance with any other requirement of our policies, procedures or practices; or
- We have other reasonable cause not to honor for our or your protection.

In no event will First Resource Bank be liable for any failure of availability or performance due to scheduled Online Banking maintenance or circumstances beyond our control (such as power outage, computer virus, Online Banking failure, fire, flood, earthquake, or extreme weather).

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

- A third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us;
- Any fraud, manipulation, or other breach of this Agreement;
- Your violation of any law or rights of a third party; or
- The provision of Online Banking or use of Online Banking by you or any third party.

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

## **GENERAL PROVISIONS**

You are responsible for complying with all the terms of this Agreement and with the terms of the agreement governing the deposit accounts which you access using Online Banking. We may modify, suspend or terminate your privilege of using Online Banking and may withhold approval of any transaction (including the Bill Payment Service) under this Agreement without notice to you for any reason; if you do not pay any fee required by this Agreement when due, if you do not comply with the Agreement governing your deposit or loan accounts, or your accounts are not maintained in good standing. We will promptly notify you if we terminate this Agreement or your use of the services for any other reason.

If you are not paying a monthly service charge for Online Banking, we may close your Online Banking account if you do not sign on to it or have any transaction scheduled through Online Banking during any consecutive 180 day period.

If you terminate Online Banking, you authorize the bank to continue making transfers and bill payments you have previously authorized and will continue to charge monthly fees until such time as the bank has had a reasonable opportunity to act on your termination notice. Once the bank has acted upon your termination notice, the bank will make no further transfers or payments from your accounts, including any transfers or payments you have previously authorized. If the bank terminates your use of Online Banking, the bank reserves the right to make no further transfers or payments from your accounts, including any transactions you have previously authorized. If the Online Banking is terminated by either party, the bank is not liable for any losses related to payments not made as a result of termination, for example, re-occurring payments that are not made.

Any one person who can use the account may terminate Online Banking. To cancel Online Banking and/or Bill Pay, you must notify First Resource Bank Your notification should include your name, address and the effective date to stop the service(s). When Bill Payment is terminated, any pre-scheduled bill payments made through Online Banking will also be terminated. Your final charge for Bill Pay will be assessed if applicable at the end of your statement cycle. You may notify First Resource Bank by one of the following methods:

By initiating a customer inquiry through our Web Site

By calling: 800-840-2144

By sending a letter to:

First Resource Bank  
Deposit Operations  
7449 Village Drive  
Lino Lakes, MN 55014

### **Fees**

Fees payable by you for access to and use of Online Banking shall be at a rate specified by the bank's most current service fee schedule, which may be amended from time to time. The bank may change fees upon thirty (30) days prior written notice to you. You authorize the bank to deduct all applicable fees from any deposit account you have at the bank. You are responsible for telephone and Internet service fees incurred in connection with using Online Banking.

### **Other Agreements**

In addition to this Agreement, the terms and disclosures you received at the time your accounts were opened with us remain in full force and effect. In the event of a conflict between this Agreement and any other account rules and agreements that apply to your accounts, this Agreement shall control.

We may change your Online Banking status to inactive if you do not sign on to the service or have any transaction scheduled through Online Banking during any consecutive ninety (90) day period. If your account is considered inactive, you must contact us to have the Online Banking activated before you could use the service again.

#### **Disclosure of Information to Third Parties**

The bank has entered into an agreement to have a third party provide the Online Banking functions. Please refer to First Resource Bank's Privacy Policy for more details.

#### **Online Banking Support**

You understand that some support and services relating to Online Banking, are provided by third parties other than us, and you authorize us to contract with third parties to provide such support and service.

#### **Waiver of Requirement of Two or More Signatures**

You recognize that there are not any requirements for First Resource Bank to verify two or more signatures on checks, even if you had this verbiage added to your checks. This further applies to any transactions performed in Online Banking. This means that any person who is an authorized signer on your account is authorized by you to individually make electronic or telephone transfers, even though that person's authority to transfer or withdraw funds from your account by some other means (e.g., by check) must be exercised jointly with one or more other persons. This provision controls and takes precedence over any conflicting provision in any other agreements you have with us.

#### **Authorized Representatives**

**Authorized User Access:** You may request that another person (the "Authorized User") have access to accounts owned by you using Online Banking. You are responsible for granting, terminating, and maintaining account access after the bank provides the initial account access as requested by you. "Access" means the Authorized User may use Online Banking to conduct transactions (including transferring funds or making payments) or obtain information on accounts owned by you. If you request an Authorized User for Online Banking, you authorize the Authorized User to use Online Banking to access all current and future checking, savings, loans and/or lines of credit on which you are an individual or joint owner at the bank or any of its affiliates. You understand and agree that you are responsible for all transactions or actions of the Authorized User on your accounts, including charges and fees, and that all transactions are deemed authorized under the EFTA.

#### **Downloading Third-Party Software**

From time to time, we may offer third-party software tools and products (such as Adobe) that you may elect to install on your computer (collectively "Third-Party Software"). You are responsible for obtaining a valid and separate license agreement with the provider of the Third-Party Software.

You agree and understand that:

- You assume all risk that any Third-Party Software you download and install, or any information you enter into the Third-Party Software, may be accessed by unauthorized third parties; and
- If you use the Third-Party Software to transmit information, you (and the Third-Party-Software provider) are responsible for the security and confidentiality of that information.

You agree that any Third-Party Software that you download is done at your own risk and you are solely responsible for any damage that might occur to the computer (or other electronic device) to which you download any Third-Party Software, or any loss or corruption of data that might occur as a result of the downloading or its installation in a computer or other electronic device.

You also agree and understand that you are solely responsible for acquiring and maintaining a computer or other electronic device that has capabilities of handling and accessing the Third-Party Software (including the necessary equipment, including but not limited to a modem), and that you are responsible for all costs associated with accessing the Third-Party Software.

You agree and understand that any Third-Party Software you download through the download option is provided to you "as is" and "as available."

You agree and understand that we make no warranties and have no liability as to:

- The accuracy, completeness, availability or timeliness of the information, text, graphics, or other items provided, stored, evaluated or processed through the Third-Party Software;
- The errors or omissions in the delivery or transmission of the Third-Party Software from us to you (and "you" includes

- delivery to your Personal Financial Management Software and/or your computer); and
- The Third-Party Software's fitness for a particular purpose and non-infringement of any third-party rights.

You understand that some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.

You agree that we will not be liable to you for:

- Your inability to use the Third-Party Software;
- The accuracy, timeliness, loss or corruption, or mis-delivery, of any Account information or any other information-processed by the Third-Party Software; or
- Unauthorized access to your Accounts or to your account information and any misappropriation, or alteration, of your account information or data as a result of your installation or use of the Third-Party Software.

### **Change in Terms**

The bank may change any terms of this Agreement at any time. If the change would result in increased fees for any Online Banking, increased liability for you, fewer types of available electronic funds transfers, or stricter limitations on the frequency or dollar amount of transfers, the bank agrees to give you notice at least thirty (30) days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic funds transfer Online Banking. The bank will post any required notice of the change in terms on its website or forward it to you by e-mail or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic funds transfer Online Banking, the bank will notify you of the change in terms within thirty (30) days after the change becomes effective. Your continued use of any or all of the subject Online Banking indicates your acceptance of the change in terms. The bank reserves the right to waive, reduce, or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable Deposit Agreements, Loan Agreements, schedules, and disclosures. This Agreement will be in effect from the date your enrollment in Online Banking is submitted by you and accepted by us and at all times while you are using Online Banking.

### **Assignment**

The bank may assign its rights and delegate its duties under this Agreement to a company affiliated with the bank or to any other party.

### **Modifications to this Agreement**

We reserve the right, at our sole discretion, to amend this Agreement or change the services provided to you pursuant to this Agreement at any time. Unless an immediate modification or change is necessary to ensure the security of the services or your accounts with us, we will send you notice to the mail address or e-mail address for you reflected in our records at least thirty (30) days before the effective date of any modification or change if required by law.

### **Notices and Bank Contact**

All notices and other communications provided for in this Agreement shall be in writing at the address indicated below or, if expressly permitted in the Agreement, by telephone at the number indicated below. The bank shall be entitled to rely on any communication believed by it, in good faith, to be genuine and to have been made by you.

First Resource Bank  
Deposit Operations  
7449 Village Drive  
Lino Lakes, MN 55014

Or calling us at: 800-840-2144

Or e-mailing us at: [internetsupport@myfrbank.com](mailto:internetsupport@myfrbank.com)

### **Notices and Communication**

Except as expressly provided otherwise in this Agreement, we will provide you notices and other information regarding your Account or Online Banking (collectively "Account Related Information") through mail, electronically, or by other means available. This information will be sent to the postal or e-mail address of the owner of the applicable Account as reflected in our records, unless a different postal or electronic address has been specified in accordance with procedures we may establish from time to time. The

address may be an e-mail address, other Internet address, text messaging number, or other electronic access address provided to us in accordance with this Agreement. Any Account Related Information will be deemed to have been sent on the first Business Day following the date on it. Account Related Information that is held for pick-up or posted on our Website will be deemed to be delivered to, and received by, you at the time that we make it available for pick-up, display it to you, or send notice in accordance with this Agreement that it is posted on our Website, as applicable. The person receiving the notice is responsible for providing copies of all Account Related Information to all joint owners or Authorized Representatives. We reserve the right at all times to communicate all Account Related Information to you through the U.S. Postal Online Banking or overnight courier, at our sole option. Unless otherwise required by applicable law, if we are required to provide you with information in writing, we may, at our option, send it electronically either:

- To your e-mail address,
- By posting the information on our Website or to your online banking secure mailbox and sending a notice to your postal address or e-mail address (either separately or as part of an account statement) telling you that the information is available online.

### **Contact Information**

In case of errors or questions about your electronic fund transfers, call us at:

YOUR LOCAL BRANCH

Or write to:

First Resource Bank  
Deposit Operations  
7449 Village Drive  
Lino Lakes, MN 55014

Or email us at: [internetsupport@myfrbank.com](mailto:internetsupport@myfrbank.com)

Or use the current information on your most recent account statement.

### **Privacy Policy**

A copy of First Resource Bank Consumer Privacy Statement is available upon request at our office, or can be mailed to you upon request by calling Deposit Operations at 800-840-2144, or sending a letter to:

First Resource Bank Deposit Operations  
7449 Village Drive  
Lino Lakes, MN 55014

You can also access our policy online by clicking on the Privacy icon on the First Resource Bank website.

### **CHECKFREE BILLPAY**

CheckFree BillPay is governed by its own Terms and Conditions. These can be found in the Online Banking under the BillPay tab. [“View the Terms and Conditions”](#) are found at the bottom of all BillPay screens.

# FIRST RESOURCE BANK

## Electronic Statement/Notification Agreement and Disclosure

Electronic Statement (eStatement) delivery is provided to customers by First Resource Bank. This Electronic Statement/Notification Agreement and Disclosure sets forth the terms and conditions for the use of this service. By requesting and using the service, you agree to all of the terms, conditions, and notices reference or contained in this agreement and you accept full responsibility of the use of the service.

### **Definitions**

As used in this document, the words “we,” “our,” “us” and “Bank” mean First Resource Bank. The words “you” and “your” mean each account owner(s) authorized signer(s). “Account(s),” “Eligible Accounts,” means your checking account, savings account, or Ready Reserve at First Resource Bank.

### **Enrollment**

Agreeing to the disclosure enrolls the eligible accounts you have chosen from the accounts list. Personal account holders may enroll in eStatements at any time by accessing “Profile” - eStatements within the Online Banking Service.

Your consent to receive notices covers any notice or other type of communication provided to you pursuant to the terms of this agreement. Delivery of some disclosures in electronic form does not require the Bank to deliver all disclosures of a particular type electronically.

If your account is owned jointly with another person either one of you may consent to receive or cancel eStatements and electronic notices/disclosures. Such consent to access eStatements shall apply to all owners. A notification e-mail to one owner of a joint account is considered notice to all owners.

Business customers should contact their local branch to complete a request for eStatement delivery.

### **First Resource Bank’s Responsibilities**

eStatement(s) are available for eligible checking, savings and Ready Reserve Loan accounts. Enrollment for eStatements will replace your paper statement(s) with an electronic version in a PDF format that you can view, print and/or save. Once you enroll, we will no longer mail your paper statement(s) or check images for the account(s) that you have agreed to receive electronically.

All legal notices, disclosures and other information that are normally mailed to you with your statement may be delivered to you electronically. First Resource Bank will send, to the email address you have provided, an email notification when your statement is available and can be viewed through First Resource Bank’s online Banking System. By requesting access to eStatements you hereby authorize First Resource Bank to grant access to all documents and account statements sent electronically to any user that has access to your account(s) using Online Banking.

### **Your Responsibilities**

You agree to provide accurate, complete and current information about yourself. You agree not to misrepresent your identity. You agree to provide the bank with your current email address to ensure that we are able to provide you with important notices. You also agree to provide us with any change in your email address. It is your sole responsibility to ensure that your email information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to Online Banking and check on the delivery of your eStatement.

### **Accessing your eStatements**

Customer will use the First Resource Bank Online Banking System to access eStatements. In order to use the Online Banking System, you will need a computer, access to the internet and your browser needs to be updated to a 128-bit encryption. To open your statement you will need Adobe Acrobat Reader. You are responsible for the installation, maintenance and operation of your computer and software, First Resource Bank is not responsible for any computer virus or related problems that may be associated with the use of the system. We reserve the right to revise hardware and software requirements at any time.

### **Canceling eStatements**

You retain the right to withdraw your consent for electronic delivery of statements. You may withdraw your consent at any time by giving us at least ten (10) days prior notice. Contact us by phone at 800-840-2144 or by mail. Once you have withdrawn your consent, we will then discontinue the eStatement service for the account and paper statements and notices will be resumed. Any fees associated with receiving paper statements will be charged beginning with the first paper statement.

### **Review of eStatements**

Your receipt of eStatements does not in any way alter your obligation to promptly review your statement. You must promptly access and review your eStatements and any accompanying items and notify us in writing immediately of any error, unauthorized transaction or other irregularity. If you allow someone else to access your statement, you are still fully responsible to review that statement for any errors, unauthorized transactions, or other irregularities. All provisions set forth in the applicable deposit account disclosure agreement(s), terms and conditions and loan agreements continue to apply.

### **Retention**

Statements will be available for 18 months through the First Resource Bank Online Banking System. After this time, you can contact First Resource Bank and request a copy of your statement. The current disclosed fee will be assessed to your account. You may also save a copy of your statement to your computer or other media.

### **Change in Terms**

The Bank may change any terms of this Agreement at any time. We will give you notice before the effective date of any such change, unless the change requires immediate action to maintain security for the service. Your continued use of any or all of the Online Banking Services including eStatements indicates your acceptance of any change in terms. You agree that all applicable deposit and loan agreements and disclosures govern changes to fees applicable to specific accounts.

### **Limitation of Liability**

You agree that the Bank shall not be held liable if you are unable to gain access to the website or the Bank's Online Banking System from time to time. You understand that some or all of the eStatement services and/or other system service may not be available at certain times due to maintenance and/or computer, communication, electrical or network failure or any other causes beyond the Bank's control.

We do not and cannot warrant that the eStatement service will operate without error, or that the eStatement service will be available at all times. Except as specifically provided in this Agreement or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this agreement or by reason of your use of the eStatement service, including loss of profits, revenue, data or use by your or any third party.

### **Acceptance**

With your acceptance of these disclosures, you agree to accept periodic deposit account statements including important notifications that may appear on your statements, in an electronic format instead of our mailing you a paper statement. You also agree that you have the necessary equipment for accessing and viewing eStatements and you agree to notify us if you have changed your e-mail address of if you no longer want to receive statements electronically. You can still enroll or re-enroll at a later time in the Online Banking System.



## **Mobiliti Terms and Conditions: First Resource Bank**

Thank you for using First Resource Bank Mobile Banking combined with your handheld's text messaging capabilities. **Message & Data rates may apply. For help, text "HELP" to 31727. To cancel, text "STOP" to 31727 at anytime.** In case of questions please contact customer service at 800-840-2144 or visit [www.myfrbank.com](http://www.myfrbank.com).

### Terms and Conditions

- Program: **First Resource Bank** offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over SMS, as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. **Message & Data rates may apply.** Customers will be allowed to opt out of this program at any time.
- **Questions:** You can contact us at 800-840-2144, or send a text message with the word "**HELP**" to this number: **31727**. We can answer any questions you have about the program.
- **To Stop the program:** To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "**STOP**" to this number: **31727**. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.
- Terms & Conditions: By participating in Mobile Banking, you are agreeing to the terms and conditions presented here.
- Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Mobile Banking and any software you may obtain from Mobile Banking ("Software") may not be available at any time for any reason outside of the reasonable control of First Resource Bank or any service provider.

Privacy and User Information. You acknowledge that in connection with your use of Mobile Banking, First Resource Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files, data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively "User Information"). First Resource Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking, perform analytics to improve the service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. First Resource Bank and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use. You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by First Resource Bank (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of First Resource Bank or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose First Resource Bank, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

Privacy and User Information – Data Analytics. You acknowledge that in connection with your use of Mobile Banking, First Resource Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking or the Software. First Resource Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking, perform analytics to improve the service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you.

#### Biometric Login for Mobile Banking.

Biometric login is an optional biometric sign-in method for First Resource Bank Mobile Banking that may be available for certain mobile devices that have a built-in biometric scanner. To use biometric login, you will need to first save your fingerprint/facial feature scan on your mobile device (for more help with biometric scanning, contact the manufacturer that supports your mobile device). Biometrics are stored on your device only and First Resource Bank never sees or stores your biometric information. You acknowledge that by enabling biometric login, you will allow anyone who has biometric information stored on your device access to your personal and payment account information within First Resource Bank Mobile Banking. First Resource Bank reserves the right to suspend or disable this feature at any time. Biometric login can only be associated with one Mobile Banking username at a time on a device. If your device doesn't recognize your biometric information, you can sign in using your standard login credentials (e.g., password). To use biometric login for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable biometric login anytime within First Resource Bank Mobile Banking.

*Apple and Touch ID are trademarks of Apple Inc. Android is a trademark of Google Inc.*

*Biometric sign-in for First Resource Bank Mobile Banking is only available on compatible iOS devices.*

Use of Google Maps: You agree to abide by the Google terms and conditions of use found at [http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html) and the Google Legal Notices found at [https://www.google.com/help/legalnotices\\_maps/](https://www.google.com/help/legalnotices_maps/), or other URLs as may be updated by Google.

#### Card Controls Additional Terms.

The following supplemental Terms of Use ("Supplement") applies to the card controls feature ("Card Controls") within the Mobile Banking mobile application ("Mobile Banking App"), notwithstanding anything in the Agreement to the contrary. The Supplement only applies to Card Controls. If Card Controls are not available to you, then this Supplement does not apply. To the extent there is any conflict between the terms of the Agreement and this Supplement with respect to Card Controls, then the terms in this Supplement shall apply.

1. The Card Controls feature is only available for debit cards issued by First Resource Bank that you register within the Mobile Banking App.
2. The Card Controls alerts and controls you set through use of the Mobile Banking App may continue to apply, even if you delete the Mobile Banking App or remove it from your mobile device. Please contact First Resource Bank to discontinue the alerts and controls.
3. Certain Card Control functionality within the Mobile Banking App may not be available for all transactions. Controls and alerts based on the location of the mobile device where the Mobile Banking App is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant's registered address.
4. Card Controls may enable access to First Resource Bank and third parties' services and web sites, including GPS locator websites, such as Google's. Use of such services may require Internet access and that you accept additional terms and conditions applicable thereto.
5. To the extent this Mobile Banking App allows you to access third party services, First Resource Bank, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.
6. THE MOBILE BANKING APP, THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE MOBILE BANKING APP OR THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE PROHIBITED BY STATE LAW.
7. Limitation of Liability. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE MOBILE BANKING APP AND THE SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER

REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES THAT IS CAUSED BY OR ARISES OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE MOBILE BANKING APP, OR THE SERVICES, OR THE WEBSITES THROUGH WHICH THE MOBILE BANKING APP OR THE SERVICE OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM, ARISING FROM OR RELATED TO THE MOBILE BANKING APP, THE SERVICES OR THE WEBSITE THROUGH WHICH THE APP OR THE SERVICES IS OFFERED, THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND LICENSORS AND CONTRACTORS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

8. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

#### Alerts Additional Terms.

The following Alerts terms and conditions (“Alerts Terms of Use”) only apply to the Alerts feature (as defined below). If Alerts are not available to you, then this Alerts Terms of Use does not apply. To the extent there is any conflict between the terms of the Agreement and this Alerts Terms of Use with respect to Alerts, then the terms in this Alerts Terms of Use shall apply.

**Alerts.** Your enrollment in **First Resource Bank** Online Banking and/or Mobile Banking (the “**Service**”) includes enrollment to receive transaction alerts and notifications (“**Alerts**”). Alerts are electronic notices from us that contain transactional information about your **First Resource Bank** account(s). Alerts are provided within the following categories:

- **Mandatory Alerts** provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- **Account Alerts** provide you with notification of important account activities or when certain changes are made to your Service accounts. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- **Additional Alerts** must be activated by you to be enabled. These Additional Alerts can be accessed from the **More menu** within **First Resource Bank** Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. First Resource Bank reserves the right to terminate its Alerts service at any time without prior notice to you.

**Methods of Delivery.** We may provide Alerts through one or more channels (“**EndPoints**”): (a) a mobile device, by text message; (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your **First Resource Bank** Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

**Alerts via Text Message.** To stop Alerts via text message, text “**STOP**” to **31727** at anytime. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in **First Resource Bank** Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text “**HELP**” to **31727**. In case of questions please contact customer service at 800-840-2144. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

**Limitations.** **First Resource Bank** provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information.

However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside **First Resource Bank's** control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold **First Resource Bank**, its directors, officers, employees, agents and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

**Alert Information.** As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

## **MOBILE DEPOSIT CAPTURE TERMS AND CONDITIONS DISCLOSURE AGREEMENT**

This Mobile Deposit Capture Agreement (the "Agreement") governs the use of the First Resource Bank Mobile Deposit Capture Service (the "Service" or "Mobile Capture"). The words you and your refer to either and all of the persons subscribing to or using the Service. The words we, us, and our, refer to First Resource Bank (the "Bank"). By accepting this Agreement and using Mobile Deposit Capture, you agree to all the terms, conditions and notices contained in this Agreement and accept responsibility for your use of the Service. Other agreements you have entered into with us, including the Terms and Conditions of Your Account and the Online Banking Agreement, as applicable to your account(s) with First Resource Bank, are incorporated by reference and made a part of this Agreement.

### Qualification

In order to enroll in this Service, you must be designated as an owner of a First Resource Bank account (the "Account") that is eligible for this Service.

### Conditions

As conditions to the Bank's provision of Service, you must maintain the account in good standing and comply with requirements and restrictions set forth in this agreement, as well as those of the Deposit Account Agreement.

### Indemnification and Hold Harmless

FAILURE TO PROTECT YOUR HARDWARE AND SECURITY CREDENTIALS MAY ALLOW AN UNAUTHORIZED PARTY TO ACCESS THE SERVICE AND TRANSMIT AN ELECTRONIC ITEM FOR DEPOSIT. ALL USES OF THE SERVICE THROUGH YOUR SECURITY CREDENTIALS WILL BE DEEMED TO BE AUTHORIZED BY YOU AND BE BINDING UPON YOU. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT OR UNAUTHORIZED USE OF YOUR SECURITY CREDENTIALS AND INDEMNIFY AND HOLD FIRST RESOURCE BANK HARMLESS FOR ANY UNAUTHORIZED USE OR LOSS. YOU AGREE TO (I) FOLLOW THE SAFETY AND SECURITY RULES FOR YOUR MOBILE DEVICE, (II) FOLLOW THE INSTRUCTIONS AND RECOMMENDATIONS THAT FIRST RESOURCE BANK PROVIDES YOU WITH RESPECT TO THE SERVICE AND (III) USE MAXIMUM CAUTION IN PROTECTING YOUR HARDWARE AND SECURITY CREDENTIALS FROM UNAUTHORIZED ACCESS. YOU AGREE TO NOTIFY FIRST RESOURCE BANK IMMEDIATELY IF YOU BECOME AWARE OF ANY LOSS OR THEFT OF, OR ANY UNAUTHORIZED USE OF THE SERVICE OR YOUR SECURITY CREDENTIALS.

You will use the Service only for paper items that are payable to and endorsed by you.

You will properly secure all hardware you use in connection with the Service (including, but not limited to, securing the hardware with Security Credentials to prevent unauthorized use). You will maintain control over and be responsible for secure retention, storage, and destruction of original paper items for which you have created an Electronic Item. After transmitting the Electronic Item to us, you will retain the original paper items as discussed in the Check Safekeeping, Record Retention and Destruction section of this document.

### Safety and Security Rules for Your Mobile Device

Following these rules is important to ensure the safety and integrity of your deposited items and to protect your bank account, as you are liable for any negligence:

- Treat your mobile device with the same care as you do your personal computer.
- Avoid storing sensitive information, like passwords and Social Security numbers, on your phone.
- Password protect your mobile device and lock it when you are not using it.
- Be aware of your surroundings and do not type sensitive information where others can see you.
- Protect your phone from viruses and malware by installing mobile security software.
- Download the updates for your phone and mobile apps.
- If you change your phone number or lose your mobile device, let us know right away.
- Monitor your accounts regularly and report suspicious activity immediately.
- Always sign off completely when you finish using your mobile app. Simply closing the browser is not enough.

## Fees

The Bank currently offers the benefits and convenience of the Service to you at no additional charge. The Bank reserves the right to charge fees for the Service in the future.

## Eligible Checks

Mobile Capture allows you to deposit most U.S. consumer and business checks; however certain checks are not supported through the mobile deposit channel. These items include but are not limited to: third party checks, foreign checks, substitute checks, government bonds, checks payable in a medium other than U.S. dollars, U.S., state, or other savings bonds.

## Deposit Limits

The Bank reserves the right to establish and assign to you deposit limits for the Service (including limits on the dollar amount and/or number of checks you may transmit through the Service each day) and to modify such limits from time to time at the Bank's sole discretion at any time without prior notice to you, and you agree to comply with all such limits. Our current daily limit is \$1,000 per user.

## Inspecting Physical Checks and Check Images

- You are responsible for inspecting both the physical check items and check images as they appear on the screen of your mobile device. Because some physical security features on the actual checks, such as watermarks, may not survive the imaging process, you must manually examine checks prior to transmission to the Bank to verify their authenticity.
- Additionally, when depositing a check via Mobile Capture, you are required to examine check images to ensure the payee name, amount, signature and other important pieces of information are legible and in accordance with the physical check. If they are not, cancel the photograph and re-photograph the item.
- Any original paper check items that remain illegible after repeated scanning/photographing attempts must be physically deposited at First Resource Bank.

## MICR Lines on the Check

The bottom of your check contains numeric information that identifies the bank the check is drawn on, the account number and the check number. This information is known as the MICR line (Magnetic Ink Character Recognition). A MICR defect, such as a tear in the MICR line, or markings over the MICR line may inhibit the scanner or mobile phone's ability to read this information. If you receive error messages indicating that the mobile phone is unable to read the MICR line, the check with defects in the MICR line must be physically deposited at one of our bank locations.

## Endorsements

You agree to endorse any item transmitted through the Service as follows:

### *Signature/Endorsement of Payee For Mobile Deposit Only at FRB*

Endorsements must be made on the back of the check within 1.5 inches from the top edge, although we may accept endorsements outside this space. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

To help ensure that an electronically deposited check is not processed multiple times, either as an electronic item and/or a physical check, First Resource Bank requires that you write the words "for mobile deposit only at First Resource Bank" on the endorsement line of the check to indicate that it will only be deposited electronically. First Resource Bank may refuse to accept items which are not endorsed correctly. Marking a check in this way will also allow you to identify that the item has been photographed and deposited if it becomes intermingled with other undeposited checks.

## Check Safekeeping, Retention and Destruction

- Check storage and the destruction of items processed through Mobile Capture is your responsibility because the paper checks are never physically deposited with the Bank.
- First Resource Bank requires that Mobile Capture customers use reasonable methods to securely store all source documents and all related banking information until destruction. We require that deposited check items be securely stored. To help ensure that checks are not electronically processed more than once or physically deposited at the bank after being electronically deposited, procedures should be established to ensure that only you or another account owner has access to these checks during the retention period.
- First Resource Bank recommends retention of the checks for 30 days. All items thereafter should be destroyed. Cross-cut shredding is strongly recommended for check destruction.

If you believe you may have deposited a check item more than once, please contact First Resource Bank immediately at 800-840-2144. Do not re-scan/photograph the items. First Resource Bank will provide assistance in determining the best approach for managing the situation.

## Availability of Funds.

Our standard practice is to make funds from your Mobile Capture available to you on the second business day after the day we receive your deposit. Once the funds are available, you may withdraw them in cash or we will use the funds to pay debits to your account. All deposits are subject to review prior to availability.

For determining the availability of your deposits, business days are Monday through Friday, except Federal Holidays. If you transmit your Electronic Item(s) to First Resource Bank before 4:00 P.M. CST (the "Cut-Off Time") on any business day, we will review and process your Electronic Item(s) on that business day. If you transmit your Electronic Item(s) to us after the Cut-Off time on any business day, we will review and process your Electronic Item(s) on the next business day. Your Electronic Item(s) is deemed to have been received by the Bank when the Service generates the confirmation message "PENDING" in the Mobile Deposit History.

For a complete disclosure of funds availability, refer to the Funds Availability Disclosure.

#### Exception Items

Each business day, on which we review and process your Electronic Item, we will use reasonable efforts to review each Electronic Item and to reject any Electronic Item that we, in our sole discretion, determine to be ineligible for the service (each, an "Exception Item"). "Exception Item" includes, without limitation, an Electronic Item that (a) is illegible or contains MICR data that is not machine-readable, (b) was previously processed, or (c) is drawn on banks located outside the United States and is not payable at or through a bank located within the United States. If you wish to attempt to deposit any Exception Item to your account, you shall do so only by depositing the original paper item on which the Exception Item is based or otherwise agreed between us. Even if we do not initially identify an Electronic Item as an Exception Item when we review and process the Electronic Item to which the Exception Item relates, the Electronic Item, substitute check, or the purported substitute check created by us from it may nevertheless be returned to us because, among other reasons, the Paying Bank determines that such item or check is illegible or is an unreadable image. Our failure to identify an Exception Item shall not preclude or limit your obligation to First Resource Bank.

#### Chargebacks

All checks posted to your account through Mobile Capture are posted subject to our receipt of final payment by the payor bank. Upon receipt of final payment, the item becomes a collected item. If final payment is not received or if any item you have deposited is charged back to us for any reason, you authorize us to charge any of your accounts without prior notice and at any time, for the amount of the returned item, our return fee, any interest paid on that item, and any other fee we pay or incur. We reserve the right to refuse any item for deposit into your account as well as the right to withhold the availability of funds as per the "Terms and Conditions of Your Account" agreement.

#### Deposits to the Account

Subject to our right to identify and reject Exception Items, we shall be deemed to have accepted each Electronic Item that is not an Exception Item for deposit to the account on the business day that we process the Electronic Item, provided its transmission to us is prior to the Cut-Off Time. In addition, an Electronic Item will be deemed to have been deposited at the office where the account is maintained.

#### Errors

You agree to notify us promptly of any errors, omissions or discrepancies in a deposit within the time periods established in the "Terms and Conditions of Your Account" agreement. You may notify us by Secure Messaging through Online or Mobile Banking, by telephoning us at 800-840-2144, or by writing to "First Resource Bank, Attn: Deposit Operations, 7449 Village Drive, Lino Lakes, MN 55014". You agree to cooperate in any investigation by the Bank of any unsuccessful or lost transmission. Subject to applicable law, any failure by you to notify the Bank of any error, omission, or other discrepancy in accordance with this Agreement and your "Terms and Conditions of Your Account" agreement shall relieve the Bank of any liability for such error, omission or discrepancy.

#### Errors in Transmission

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

#### Availability of Service/Contingency

When using the Service, you may experience technical or other difficulties. In the event you are unable to capture, balance, process, produce, or transmit a file to the Bank, or otherwise comply with the terms or the procedures for any reason, including but not limited to, communications, equipment, or software outages, interruptions or failures, you may transport or mail the originals of all checks to the nearest Bank location. We cannot assume responsibility for any technical or other difficulties or any resulting damages you may incur.

#### Termination of Service

First Resource Bank reserves the right to terminate this Service at any time and without notice, if in the Bank's sole discretion, the Bank determines that a customer has abused the Service or the Bank will suffer a loss if the Service is not terminated immediately.

#### Hardware and Software Requirements

In order to use the Service, you must obtain and maintain, at your expense, a compatible mobile device and applicable software, along with internet service. It may also be necessary to obtain a wireless plan from a compatible mobile wireless provider. The technical specifications and requirements that we and/or our service provider(s) establish and specify may change from time to time. The Bank is not responsible for any third party software you may need to use the Service. You agree that you will perform, or cause to be performed by properly trained personnel, all vendor recommended maintenance, repairs, upgrades, and replacements. Unless otherwise provided in this Agreement, you are solely responsible, at your own expense, for purchasing, installing, operating, testing, and maintaining all hardware and software necessary to use the Service. You must install and test your Mobile Device, your system, and any other required hardware and software before you make your first deposit through the Service. You accept any such software "as is" and subject to any terms and conditions of the software agreement you may be required to enter into directly with the third party software provider at the time of download and installation. We are not responsible for, and you release us from, any and all claims or damages resulting from, or related to, any computer virus or relating problems associated with using the Service, e-mail, or the Internet. You agree all images and files transmitted to us through the Service will contain no viruses or any other disabling features that may have an adverse impact on our network data, or related systems.

