

# **VISIONBank ONLINE BANKING AGREEMENT**

## **General Terms**

This Online Banking Agreement and Disclosure Statement explains the terms and conditions governing the use of the VISIONBank, internet banking services (herein referred to as “VISION Online”).

This agreement is in addition to other agreements between you and VISIONBank, including the applicable deposit account disclosure agreement(s) and terms and conditions, and our rules and regulations as well as your loan agreements with VISIONBank. You should review the disclosures provided to you when you opened your account(s) with VISIONBank.

All electronic communications that meet these requirements will be deemed to be valid and authentic and you intend and agree that those electronic communications will be given the same legal effect as written and signed paper communications. You agree that electronic copies of communications are valid and you will not contest the validity of the originals or copies, absent proof of tampering or altered data. You may request a paper copy of any of our agreements be sent to you via standard mail by writing or calling us. Our contact information is provided in this agreement.

## **Definitions**

As used in this agreement, the following words have the meanings given below.

“Online Banking Agreement” means our VISION Online services that you access over the Internet by use of a personal computer and modem and/or other means we authorize or allow.

“Eligible Accounts” - Each VISIONBank product that you have with us is called an Eligible Account and includes checking accounts, savings accounts, certificates of deposit, retirement accounts, and loans, including lines of credit. You will be able to view and access any accounts for which you are a co-owner or authorized signer. Certain accounts with restricted access will not be allowable as Eligible Accounts. Some Eligible Accounts will be accessible as view only. Accounts that require more than one signature are not an Eligible Account on VISION Online. Please note, under certain circumstances, additional logins may be required in order to access all of your accounts. If you would like an account removed from your Eligible Accounts, please contact us at (701) 364-2020 or (877) 857-2020.

“Imaging Services” – can be defined as the ability to view checks that have been posted as well as any other paper items that are posted to the account, including deposit tickets, drafts, and debit memos.

“We,” “us,” and “our” are used to refer to VISIONBank, the depository institution that holds one or more accounts accessed by the Service through VISION Online.

“Client”, “You” or “your” is used to refer to each person who applies or is authorized by you to use the Services through VISION Online.

**Business Days/Hours:** The term “business day” shall mean every day excluding Saturdays, Sundays and federal holidays. Our business hours are 7:30 a.m. to 6:00 p.m. Central time, Monday through Friday.

“Electronic Funds Transfers” means ATM withdrawals, preauthorized transactions, point of sale transactions, transfers to and from your account with us using VISION Online.

### **Access to VISION Online**

VISIONBank clients can register online; you must complete all required information fields on the enrollment form. By completing the online enrollment form, you authorize us to treat your enrollment form as if it had been in writing and signed by you. If you are enrolling on behalf of a business, by selecting the accept button you certify that you are authorized to enter into this agreement. Once we have received your enrollment form online and verified your account information, we will send you a confirmation by mail of our acceptance of your enrollment along with your Temporary Password.

### **Security and Use of Your Password**

We are committed to protecting the security and confidentiality of our client’s account information. We take measures to protect the confidentiality and security of your account. We use several different methods to ensure this security and to protect your account information:

- You can only access VISION Online with certain browsers that have a high security standard. Acceptable browsers include either Internet Explorer 5.5 or greater or Netscape Navigator 6.2 or greater, with 128-bit encryption that we may change from time to time.
- You must have a valid User Code and Password to sign in.
- Your Password is not displayed on the login screen.
- If no action is taken for 10 minutes, you will automatically be logged off VISION Online.
- Your account will be locked out after 3 invalid sign-on attempts. Our contact information is provided in this agreement.

You will be required to answer a Security Question at the time of enrollment. We will use this information to verify your identity if you should call us with a request, such as reactivating your access with a Temporary Password.

For security purposes, after entering your User Code and VISIONBank assigned Temporary Password, you will be required to change your Password. The Password will not be communicated to us. Please note you will be required to change your Password periodically for security purposes.

You agree to keep your VISION Online Password confidential to prevent unauthorized access and use of your accounts. For security purposes, we recommend that you memorize your Password. If you choose to write it down, store it in a secure place. You agree to assume responsibility for all transactions initiated through VISION Online with your User Code and Password. We have no responsibility for establishing the identity of any person or determining

the validity of any transaction received using your User Code and Password. You also agree never to leave your account information displayed in an area accessible to others and to never leave your PC unattended while using VISION Online.

If you suspect your Password is lost or in the hands of an unauthorized user, tell us at once. If we reasonably believe your Password has been or may be obtained or is being used or may be used by an unauthorized person(s), we reserve the right to block your access to VISION Online services to maintain or restore security to our web site and systems.

### **Business Online Users**

Any authorized signatory of your business account(s) has authority to enter into this agreement, access all eligible accounts, and utilize all functions provided within this service. Please contact us if you have any questions regarding who is an authorized signer on your account.

Each authorized signer will need to complete the enrollment form to establish their User Code and we will assign a Temporary Password. It is the responsibility of each individual authorized signer to maintain security procedures to ensure that the User Code, Password, and the security question answer are kept confidential. You agree to assume responsibility for all transactions initiated through VISION Online with your User Code and Password, up to the limits allowed by law. We have no responsibility for establishing the identity of any person or determining the validity of any transaction received using your User Code and Password.

If any authorized representative of your business is no longer an authorized user of VISION Online, it is your responsibility to contact us and have that individual removed from your accounts. Contact us immediately at VISIONBank if you suspect any unauthorized use.

The Company agrees to hold Bank harmless and indemnify Bank from any claims it otherwise may have against Bank for any and all acts of any employees or persons it grants access to this Online Agreement, including those granted access to the accounts if they are not signatories to those accounts.

### **Description of Services**

#### **Account Information**

You can specifically obtain the following information:

- Certain account history for the current and previous statement cycles and export this information directly to your computer in a variety of file formats such as Microsoft Money™ or Quicken™.
- Interest information on your interest bearing deposit accounts and loan accounts.
- Account-related information such as current balances, loan payment amounts, interest rates, payment due dates, certificate of deposit maturity dates, and optional imaging services.

#### **Funds Transfers between Qualifying Eligible Accounts**

You will be provided a confirmation number with each transfer. Please write down this number when you receive it. It helps us resolve any questions you may have concerning your transactions.

Duplicate Transactions: It will be your responsibility to detect duplicate transactions.

If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

You agree that you will instruct us to make a transfer only when a sufficient balance is or will be available in the designated account at the time of the transfer. You understand that we will not act on any transfer instructions from you if sufficient funds are not available in the account that you designated.

Your ability to make transfers from your savings accounts and money market accounts is restricted by Federal Law including Federal Reserve Board Regulation D, as amended. For each of your savings accounts, you are prohibited from making more than six pre-authorized transfers or withdrawals per month. For your money market account, you are prohibited from making more than six pre-authorized transfers, checks or withdrawals per month. Pre-authorized transfers include transfers made through VISION Online.

Due to restrictions in our online service, you may not be allowed to transfer between eligible accounts.

### **Hours of Operation**

VISION Online is generally available 24 hours a day, 7 days a week. However, we only process transactions and update our information on business days. Our business days are Monday through Friday, excluding federal holidays.

A transfer between accounts initiated through VISION Online before 6:00 p.m. Central Time on a business day will be posted to your accounts on the same day. A transfer between accounts initiated through VISION Online after 6:00 p.m. Central Time on a business day will be posted to your accounts on the next business day. Transfers initiated on a Saturday, Sunday, or a federal holiday will be posted on the next business day.

### **Communications between VISIONBank and You**

**E-mail** You can e-mail us at [customerservice@visionbanks.com](mailto:customerservice@visionbanks.com). Please note that any message sent using this feature is transmitted via normal e-mail and is not encrypted. So, please do not include any confidential information, such as account numbers or details, tax ID numbers, or any other information you want kept confidential. We will not respond to account information related questions sent via Internet e-mail. You agree that we may take a reasonable time to act on any e-mail within the timeframes noted in state and federal regulations.

**Telephone** You can contact us by telephone at (701) 364-2020 or (877) 857-2020.

**Facsimile** You can contact us by fax at (701) 364-2319.

**Standard Mail** You can write us at: VISIONBank, P.O. Box 10008, 3000 25<sup>th</sup> St. S., Fargo, ND 58106-0008.

**In Person** You may visit us in person at any one of our locations. Please visit our website for location information ([www.visionbanks.com](http://www.visionbanks.com)).

Correspondence that requires immediate handling, for example, the need to report an unauthorized transaction from one of your accounts or the need to report a lost or stolen Password, should be made by calling VISIONBank Customer Service.

### **Unauthorized Transfers**

The provisions in this section apply only to electronic fund transfers that debit or credit a consumer's checking or savings accounts and are subject to the Federal Reserve Board's Regulation E and Regulation D, as amended.

#### **(a) Consumer liability**

- *Generally.* Tell us AT ONCE if you believe your card and/or code has been lost or stolen or if you believe that an electronic funds transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make including those made by card, code, or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, at our discretion, we may extend the time periods.

- *Additional Limit on Liability for Visa® Check Card.* Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa® Check Card. This additional limit on liability does not apply to ATM transactions or to transactions using your Personal Identification Number which are not processed by VISA®.

**(b) Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in this agreement.

### **Our Liability for Failure to Make a Transfer**

We will complete transfers to or from your account on time according to your properly entered and transmitted instructions. Following are some reasons a transfer may not occur:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If you have an overdraft line and the transfer would go over the credit limit.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If you have supplied us with inaccurate information regarding the transfer.
- If we have a hold on your account or if a legal order directs us to prohibit withdrawals from the account.
- If your account is closed, or if it has been frozen.
- If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
- If we have a reasonable basis for believing that unauthorized use of your Password has occurred or may be occurring, if you are in default under this agreement with us, if we or you terminate the Agreement, or if we have suspended your use of VISION Online.
- There may be other exceptions stated in this Agreement or other agreements with you.

### **Errors and Questions**

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this agreement, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days for Visa® Check card point-of-sale transactions and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for Visa® Check Card point-of-sale transactions and 20 business days if the transfer involved a new

account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

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

### **Limit of Our Liability**

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the VISION Online services provided to you under this Agreement. We do not and cannot warrant that VISION Online will operate without errors, or that all Services will be available and operational at all times. We are not responsible for any direct, indirect, special, incidental or consequential damages arising in any way out of your use of VISION Online provided under this Agreement.

### **Security Procedures**

By accessing VISION Online, you hereby acknowledge that you will be entering a protected web site owned by VISIONBank, which may be used only for authorized purposes. VISIONBank may monitor and audit usage of the system and all persons are hereby notified that use of the services constitutes consent to such monitoring and auditing. Unauthorized attempts to upload information and/or change information on these web sites are strictly prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986.

### **Consumer Users:**

VISIONBank offers the following services on VISION Online to our customers at no cost. Basic services include:

- Account balances
- Account history
- Transfers
- Loan transactions
- Credit line advances
- Export options in a variety of formats
- Imaging Services

### **Business Users:**

Each authorized signer on a business account may enroll in VISION Online. Each authorized signer on a business account will be required to use their own social security number to enroll. All businesses will be assessed a one-time set-up fee of \$95.00.

VISIONBank offers the following services on VISION Online to our customers:

- Account balances
- Account history
- Transfers

- Loan transactions
- Credit line advances
- Export options in a variety of formats
- Imaging Services

All fees are charged to the primary account number indicated on the Enrollment Form on the last day of the calendar month in which the activity(s) occurs.

### **Change in Terms and Amendments**

We may change any term of this Agreement at any time. If the change would result in increased fees for any Online Banking Services, increased liability for you, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or electronic funds transfer system. We will post any required notice of the change in terms on our website or forward it to you by e-mail or postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the subject Online Banking Services indicates your acceptance of the change in terms.

### **Termination**

This agreement continues in full force and effect until terminated. You may terminate this Agreement and your use of VISION Online services at any time by calling Customer Service at (701) 364-2020 or (877) 857-2020 or by sending a written termination notice to VISIONBank, P.O. Box 10008, 3000 25<sup>th</sup> St. S., Fargo, ND 58106-0008. You authorize us to complete fund transfers until we have had a reasonable opportunity to act upon your termination notice.

You agree that we may terminate this Agreement and your use of VISION Online services at any time without cause or prior notice. We reserve the right to temporarily suspend VISION Online services in situations deemed appropriate by us, in our sole and absolute discretion, including when we believe a breach of system security has occurred or is being attempted. We may consider repeated incorrect attempts to enter your Password as an indication of attempted security breach.

If your VISION Online account has been inactive for a consecutive 90 day period we may terminate your Services. After termination, you may again enroll as long as you have an Eligible Account(s) at VISIONBank.

### **Entire Agreement**

This Agreement, as it may be amended from time to time, contains the entire understanding between you and VISIONBank concerning VISION Online. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect.

### **Governing Law**

This Agreement and the Services are governed by the laws of the State of North Dakota and applicable federal law, without regard to any different state laws that may govern your Eligible Accounts.

**Indemnification**

Client, in consideration of being allowed access to VISION Online Service, agrees to indemnify and hold VISIONBank harmless for any losses or damages to the Bank resulting from the use of the Service, to the extent allowed by applicable law.

By using VISION Online, you agree to abide by the terms and conditions of this agreement and acknowledge your receipt and understanding of the disclosures contained in this agreement.

**VISIONBank**  
3000 25<sup>th</sup> Street South  
P.O. Box 10008  
Fargo, North Dakota 58106-0008

Member FDIC