



Online Banking Agreement BillPay Agreement

If you would like to have a paper copy of this Agreement sent to you, please send us an e-mail at or kellie@btlnd.com or deeann@btlnd.com or kristen@btlnd.com.

This NetTeller Online Banking Agreement (this “Agreement”) states the terms and conditions for NetTeller Online Banking offered by Bank of Turtle Lake (the “Bank”). When you use, or you permit any other person(s) to use, NetTeller Online Banking (collectively, “Online Services”), each party agrees to the terms and conditions of this Agreement. Further, you authorize Bank of Turtle Lake or appropriate third parties to debit, transfer and process instructions initiated at your computer. You agree that any account that requires two or more signatures to make transfers or withdrawals is not eligible for those services in NetTeller Online Banking. These terms and conditions are in addition to those that apply to any accounts you have with the Bank. This Agreement is an addendum to the existing Loan and/or Deposit Account Agreement that you received when opening your account, as amended from time to time.

As used in this Agreement, “you” or “your” refers to each person(s) subscribing to, using or accessing Online Services; “we”, “us” or “our” refers to the Bank of any agent, independent contractor, designee, or assignee the Bank may, in its sole discretion, involve in the provision of Online Services.

In the event that you experience a problem with your Online Banking User ID or Password, or believe that they have been lost, stolen or compromised, please contact the Bank by calling 701-448-2323 or 1-866-448-2325.

If you have questions about your Online Banking account, you may use the secure messaging system within NetTeller Online Banking or you may also email us at Bookkeeping@btlnd.com. Email is not a secure communication method. Do not include any private information in your email message to us. Email transmitted to us often will not be delivered to us immediately. If you need to contact us immediately, you should call us at 701-448-2323 or 1-866-448-2325.

NetTeller Online Banking (“NetTeller”) and **Bill Payment** (“BillPay”). You must have a personal or business checking, savings, loan or time deposit account at the bank, and access to the Internet to use NetTeller and BillPay services. To use NetTeller or BillPay and perform a transaction, enter your NetTeller ID and Password as directed by the NetTeller screen message.

1) **NetTeller:** You may perform the following transactions:

- a) *Balance Inquiries.* You may use NetTeller to check the current balance, view account transaction history and other account information on your deposit accounts, loan accounts, and time deposits.

- b) *Withdrawal Transaction.* You may use NetTeller to perform an unlimited number of funds transfers from your Bank checking or savings accounts to other Bank checking, savings or loan accounts. The dollar amount is limited only by our account balance.
****Note:** Passbook Savings and MMDA Accounts are restricted to 6 preauthorized withdrawals per month as per your account agreement. Funds transfers from NetTeller are considered preauthorized.
- c) *Statement Inquiries.* You may use NetTeller to view and print out copies of your deposit account statements from the last 93 days.
- d) *Stop Payments.* You may enter stop payments for checks provided they have not already been posted to your account. Stop payment requests are processed during normal business hours. Requests received after hours will be processed on the next business day. You cannot request a stop payment of an electronic payment. The normal fee applies.
- e) *Download to financial software.* You may use NetTeller to receive and download (to Intuit Quicken, Microsoft Money, etc.) your balance and transaction information for Bank of Turtle lake accounts.
- f) *Customer Service.* You may communicate with the Bank by using the NetTeller messaging system to send and receive written messages electronically.

2) **Bill Payment (“BillPay”)**

- a) This is your bill pay agreement with Bank of Turtle Lake.
 You may use Bank of Turtle Lake’s bill paying service, BillPay, to direct the Bank to make payments from your designated checking account to the “Payees” you choose in accordance with this agreement. The terms and conditions of this agreement are in addition to the account agreements, disclosures and other documents in effect from time to time governing your account.

Fees

Bank of Turtle Lake will not charge you a fee for using Bill Pay. There are fees charged by external vendors when you initiate gift checks, charitable donations or rush payments.

- b) *Bill Payment (“BillPay”) definitions.* As used in this Agreement, the term “Payee” means the person or entity to whom you wish a bill payment to be directed; “Payment Instruction” means the information provided by you to us for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date); “Payment Account” means your checking account from which a bill payment will be made; “Business Day” means Monday through Friday, excluding Federal Reserve holidays; “Scheduled Payment Date” means the Business Day of your choice upon which your bill payment will begin processing (a Scheduled Payment Date of a non-Business Day will be considered to be the previous Business Day); and “Cutoff Time” means 2:00 P.M. Central Time on any Business Day and is the time by which you must transmit Payment Instructions to have them considered entered on that particular Business Day.
- c) *Access to BillPay.* To gain access to BillPay, you must sign on to NetTeller Online Banking by entering your NetTeller User ID and Password on the Bank’s web page. Select an option under “Bill Payment” from the Online Banking menu.

d) *Using Bill Pay.*

i) *Payees:* If you want to add a new “Payee” first select the “Payee” tab located in the bill pay. You must provide information online to us to identify your Payees. You can follow the on-screen prompts for paying a Company, a Person, or Bank or Credit Union. You can search the extensive database for existing Payees or set up a new Payee. You must provide sufficient information about a Payee to permit us to properly direct a payment and permit the Payee upon receipt of a payment to identify you as the payment source. You do this by filling in all required fields with accurate information, as directed by BillPay screen messages. By providing us with the names and account information of those Payees to whom you wish to direct payment, you authorize us to follow the Payment Instructions that we receive through the payment system. When we receive a payment instruction, you authorize us to debit your Payment Account and remit funds to the Payee on your behalf.

(1) Bank of Turtle Lake reserves the right to refuse the designation of a “Payee” for any reason.

ii) *Payments:* You may add a new payment to a “Payee” by accessing the service and entering the appropriate information. Most other additions, deletions or changes can be made in writing or by using the service.

- You may pay any “Payee” with-in the United States (including U.S. territories and APO’s/AEO’s).
- Bank of Turtle Lake is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

Before an electronic payment is processed, available funds will be verified and withdrawn from your account. If there are insufficient funds, Bill Pay will attempt to pay the bill once a day, at 2:00 P.M. Central, for each of the next five business days.

You will be able to set up the following types of bill payments:

iii) *Single Payment:* You may schedule a payment to be made one time to a Payee. A single payment will be processed on the business day or a future date (generally Monday through Friday, except certain holidays) that you designate as the payment’s processing date, provided the payment is submitted prior to the daily cut-off time (2:00 P.M. Central) on that date. Enter a payment amount in the “Amount” box and select your payment date, then click the “Pay” button next to the payee you may wish to pay.

(1) A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment’s processing date, the payment will be processed on the first business day following the designated processing date.

(2) *Recurring Payment:* You may schedule payments to Payees to be automatically initiated in a fixed amount on the same scheduled payment frequency. Click the button by the Payee that says “Make it Recurring” to schedule your recurring payment. You may make payments weekly, bi-weekly, semi-monthly, monthly, quarterly, semi-annually or annually. When a recurring

payment is processed, it is automatically rescheduled by the system. Based on your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

- (1) *If the recurring payment's "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.*
- (2) *If the recurring payment's "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.*

Note: If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date.

Once your scheduled bill payment is "Processed", we will relay your payment information to a third-party vendor, who in turn will remit payment to your Payee by one of the following means, at the vendor's sole discretion: (1) by electronic funds transfer; or (2) by mailing your Payee a check.

- (v) **Single and Recurring Payments:** The System will calculate the Estimated Arrival Date of your payment. This is only an estimate, so please allow ample time for your payments to reach your "Payees".

It is anticipated that most transactions will be processed on the next Business Day after your Scheduled Payment Date, and arrive approximately 3-5 Business Days after your selected Scheduled Payment Date. Due to circumstances beyond our control, particularly delays in handling and posting payments by slow responding Payees or financial institutions, some transactions may take a day or even a few days longer to be credited by your Payee to your account. For this reason, it is necessary that all Scheduled Payment Dates selected by you be not less than seven (7) Business Days before the bill's actual due date if paid by check and five (5) Business Days before the bill's actual due date if paid by electronic funds transfer, not the late date and/or a date in the grace period. Payment instructions entered after the Cutoff Time or on non-Business Days will be considered entered in BillPay on the next Business Day. For Recurring Payments, this means you must allow additional time for months in which weekends or holidays reduce the number of Business Days between the Recurring Payment date and the bill's actual due date. By choosing a Scheduled Payment Date less than seven (7) Business Days before the bill's actual due date if paid by check and five (5) Business Days before the bill's actual due date if paid by electronic funds transfer, the risk of incurring and the responsibility for paying and all late charges or penalties shall be borne by you.

- (vi) **Canceling a Payment:** A bill payment can be changed or cancelled any time prior to the cutoff time on the scheduled processing date.

We will use our best efforts to make all your payments properly. However, we shall incur no liability if we are unable to complete any payments initiated by you through BillPay because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of any account;
2. If BillPay of NetTellerOnline Banking is not working properly and you know or have been advised by us about the problem before you execute the transaction;
3. If you have not provided us with the correct name, phone number or account information for the Payee, or you have not provided us with accurate personal information either during enrollment or on your Bill Payment Application, or you have otherwise provided incomplete Payment instructions;
4. If the Payee mishandles or delays a payment sent by us;
5. If you do not authorize a bill payment soon enough for your payment to be made and properly credited by the payee by the time it is due;
6. If the money in the account from which a payment or transfer is to be made is subject to legal process, or other encumbrances restricting the transaction; or,
7. If circumstances beyond or control (such as, not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transactions and we have taken reasonable precautions to avoid those circumstances.

Provide none of the foregoing seven (7) exceptions are applicable, if we cause an incorrect amount of funds to be removed from your Payment Account or cause funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, we shall be responsible for returning the improperly transferred funds to your Payment Account and for directing to the proper Payee any previously misdirected transactions.

The following uses of Online Banking and Bill Payment are strictly prohibited:

1. Tax Payments and other governmental fees;
2. Court ordered payments, alimony, and child support payments;
3. Payments to payees outside the United States; and
4. Any payments in violation of any telecommunication, postal, or other federal, state or local laws or regulations or in furtherance or commission of any crime or other unlawful or improper purpose.

A bill payment is a "Pending Payment" starting from the time you enter Payment Instructions until the payment is "Processed". A bill payment is "Processed" starting at the Cutoff Time on the Scheduled Payment Date. You may cancel or edit any Pending Payment (including Recurring Payments) by following the directions within NetTeller and BillPay. There is no charge for canceling or editing a Scheduled Payment. A canceled payment will not appear on your Payment History.

We may not have a reasonable opportunity to act on any stop payment or cancellation order given after a payment is "Processed". If you desire to cancel or stop any payments that has been processed, you must call the bank at 701-448-2323 or 1-866-448-2325. If you call, we may also require you to present your request in writing within fourteen (14) days after you call. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. Stop payment requests will be accepted only if we have a reasonable opportunity to act on such requests. Stop payment requests sent to us via electronic mail or in any other manner may not reach us in time for us to act on your request. The charge for each stop payment order will be the then current charge for such service, as amended from time to time.

Once your scheduled bill payment is "Processed", we will relay your payment information to a third-party vendor, who in turn will remit payment to your Payee by one of the following means, at the vendor's sole

discretion: (1) by electronic funds transfer; (2) by mailing your Payee a check drawn on your personal account. Electronic funds transfers will be withdrawn from your account on the Scheduled Payment Date. Payments by check will be withdrawn from your account when the check is presented to the bank for payment from your account.

Person to Person Payments

Person to Person Payment (P2P) is a secure online, person-to-person payment service that allows you to electronically send money to virtually anyone who has a U.S.-based email address and a deposit account at a U.S. financial institution.

To schedule a P2P transaction, click the “Pay a Person” button. Indicate that you want to pay them by email. Follow the on-screen prompts to create your Payee and your Keyword. You will need to provide the Keyword to your Payee. When you establish a Payee in P2P, you must activate your Payee by having a code sent to a contact number on file. Once you have successfully added a Payee, he or she will receive an email with instructions to access a secure website to provide their bank information, plus enter the Keyword you gave them. The email link will be valid for 9 days. If not activated within 9 days, you will need to reset the keyword in your Payee list. Payments typically settle within 1-2 business days after completion of activation.

Ebill

Ebill is a secure online service that allows your authorized credit card company or other such authorized vendor to send your monthly statements directly to your BillPay account. Follow on-screen prompts to set up your Payee. From the Bill Pay home page, after you have clicked “Sign Up” on the eBill dashboard, your Payee’s nickname should be an active hyperlink that will take you directly to the payee’s website. You may log in to ensure that everything matches what you normally use to access their website.

GiftPay

GiftPay can be used to send gifts to people or make donations to charities.

For Gifts – Click the “Add Recipient” button to add your gift recipient. Follow on-screen prompts for adding Payee. To schedule a gift payment, click “Send gift” from the GiftPay payee list. Key payment information and select the occasion. A variety of holidays or occasions are available. Enter your own customized message to appear on the check stub. Review a sample of your check. **FEES APPLY.**

For Donation – Click the “GiftPay” button. Click the “Add Recipient” button to add your donation recipient. Follow on-screen prompts for adding Payee. To schedule a donation payment, click “Send donation” from the GiftPay payee list. Key payment information. Donations may be customized to include recognition of someone, receive an acknowledgement and create email notifications. Enter your own customized message to appear on the check stub. Review a sample of your check. **FEES APPLY.**

Expedited Payments

Prior to daily cut-off times, check payments can be scheduled for overnight or 2nd day delivery. **FEES APPLY.**

- e) *Statements.* All your payments made through BillPay will appear on your monthly account statement(s). You can also view payment activity on the NetTeller Online Banking Transactions screen.

- f) *Canceling the BillPay Service.* You may cancel your use of BillPay at any time by sending an electronic message or request (see the e-mail section) or by calling the Bank at 701-448-2323 or 1-866-448-2325. If you notify us by telephone, we may request that you put your request in writing. We cannot cancel Bill Payment service until all Pending Payments have cleared your Payment Account. If you have Pending Payments and do not want to wait for them to clear, you may individually delete these future payments. The Bank may cancel or suspend Bill Payment in whole or in part, at any time without prior notice. Cancellation or suspension shall not affect your liability or obligations for any payments under this agreement on your behalf.
- g) *Returned BillPay Transactions.* In using BillPay, you are requesting that we make payments for you from your Payment Account. If we are unable complete the transactions for any reason associated with your Payment Account (for example, there are not sufficient funds in your Payment Account to cover the transaction), the transaction may not be completed. In some instances, you will receive an overdraft notice from the Bank. In such case, you agree that:
- i) You will reimburse us immediately upon demand for the transaction amount that has been returned to us;
 - ii) You will reimburse us for any fees imposed by the Bank as a result of the return;
 - iii) You will reimburse us for any fees we incur in attempting to collect the amount of the return from you; and,
 - iv) We are hereby authorized to report the facts concerning the return to a credit reporting agency.
- h) *Payee Limitation.* We reserve the right to refuse to pay any Payee to whom you may direct a payment for security reasons or any other reason. We will notify you promptly if we decide to refuse to pay a Payee designated by you. This notification is not required, however, if you attempt to make a prohibited payment under this Agreement.
- i) *Information Authorization.* Your enrollment in Bill Payment may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in bill Payment, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, you agree that we reserve the right to obtain financial information regarding your account from a Payee to resolve payment-posting problems.
- j) *Closed Accounts.* You are responsible for any outstanding Bill Payments if you choose to close your bill payment account. You are to inform the bank of any outstanding payments at the time you close your bill payment account.
- 3) **Address Changes.** You agree to promptly notify the Bank of any address change, electronic mail address change, and/or any change to your telephone number.
- 4) **Equipment.** You are responsible for obtaining, installing, maintaining and operating all computer hardware, software and Internet access services necessary for performing online services and any fees related thereto. The Bank will not be responsible for any errors or failures from the malfunction or failure of your hardware, software or any Internet access services. This includes upgrading your browser to maintain the level of encryption required to operate NetTeller Online Banking and BillPay, as the level may change from time to time.

- 5) **Business Days/Hours of Operation.** The Bank’s business days are Monday through Friday, except Federal Reserve holidays. NetTeller Online Banking and BillPay are available 24 hours a day, 7 days a week except during maintenance periods or circumstances beyond our reasonable control. All NetTeller Online Banking transactions initiated after 6:00 p.m. Central Time will be posted to the appropriate account on the next Business Day. The cut-off time for BillPay transactions is 2:00 p.m. central Time. Because of our daily processing requirements, there will be a period of about 45 minutes per business day when you will not be able to post transfers to your account. Generally, that downtime will occur between 6:15 p.m. and 7:15 p.m. Central Time.
- 6) **Limitation of Access/Security.** The Bank may terminate NetTeller Online Banking and BillPay in whole or in part at any time without prior notice. The Bank reserves the right to limit or suspend your access to NetTeller Online Banking and BillPay at any time. In order to maintain secure communications and reduce fraud, you agree to protect the security of your NetTeller Online Banking User ID and Password. We reserve the right to block access to Online Services to maintain or restore security to our Site and systems, if we reasonably believe your access codes have been or may be compromised or are being used or may be used by an unauthorized person(s).
- 7) **Fees.** The Bank will not charge you a fee for using NetTeller Online Banking or BillPay. The Bank may assess a fee for any bill payment request drawn against insufficient funds in your Payment Account. You will reimburse us for any fees imposed by the Bank as a result of the return and you will reimburse us any fees we incur in attempting to collect the account of the return from you.
- 8) **Your Responsibility.** Use of your NetTeller Online Banking User ID and Password is the agreed security procedure to access Online Services. In order to prevent unauthorized access to your accounts and to prevent unauthorized use of Online Services, you agree, by using NetTeller Online Banking and /or BillPay, to keep confidential, and to not give or make available your User ID and Password to any person not authorized to access your accounts. The loss, theft or unauthorized use of your User ID and Password could cause you to lose some or all of the money in your accounts, plus any amount available under your overdraft protection credit line. If you disclose your User ID and/or Password to any person(s) or entity, you assume all risks and losses associated with such disclosure. You are responsible for all transfers and Bill Payments you authorize using Online Services. If you permit any other person(s) or entity to use Online Services or to access or use your User ID and /or Password, you are responsible for any transactions and activities they authorize from your accounts. You agree to immediately notify us of any unauthorized use of your User ID and/or Password or of any other breach of security, or if you believe someone may attempt to use Online Services without your consent or has transferred money without your permission. You can contact us by calling 701-448-2323 or 1-866-448-2325 between 8:00 a.m. and 4:30 p.m. Central Time.
- a) If you want to terminate another person’s authority to use the BillPay service, you must notify the Bank and arrange to change your PIN.
 - b) You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment.
 - c) The Bank is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment.
 - d) The Bank is not liable for any failure to make a bill payment if you fail to promptly notify the Bank after you learn that you have not received credit for a “Payee” for a bill payment.

e) The Bank is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the Bank's agent.

9) **Damages.** THE FOREGOING SHALL CONSTITUTE OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL WE BE LIABLE FOR INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, CAUSED BY THE USE THEREOF, OR ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF YOUR PERSONAL COMPUTER, HARDWARE, EQUIPMENT, SOFTWARE OR ANY INTERNET ACCESS SERVICES.

10) **Warranties Disclaimer.** THE ONLINE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS", AND WE DO NOT MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, CONCERNING THE HARDWARE, SOFTWARE OR ANY PART THEREOF, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11) **Miscellaneous Terms.** In addition to this Agreement, you agree to comply with all applicable account agreements, including, without limitation, the Loan and/or Deposit Account Agreement that you received when opening your accounts, as amended, and with all applicable State and Federal laws and regulations.

The Bank may amend or change this Agreement (including applicable fees and service charges) by sending you written notice by electronic mail or by regular mail sent to your address as it appears on your account records. You agree that the Bank may also send you future notices and disclosures about your accounts with the Bank by electronic mail, where permitted by law. Any use of the Online Services after we send you a notice of change will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the programs, services and/or related materials, and to limit access to Online Services more recent revisions and updates.

We Shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by an authorized bank officer. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or a waiver of any rights or remedies on future occasions.

12) **Termination.**

- a) You may terminate this agreement by written notice to the Bank.
- b) The Bank is not responsible for any fixed payment made before the Bank has a reasonable opportunity to act on your termination notice.
- c) You remain obligated for any payments made by the Bank on your behalf.

The Bank has the right to change or terminate this agreement at any time.

Rev. 8/30